

NOTICE TO OFFERORS:

SUBJ: N65236-97-R-0321 PECSS PROGRAM

- 1) Below is a copy of solicitation N65236-97-R-0321 and the statement of work for the Physical, Electronic, and Computer Sensor Systems Engineering Services as required by NISE EAST, Charleston, SC.
- 2) You may print the solicitation and submit your proposal as identified in clause L-630 entitled "INSTRUCTIONS FOR SUBMITTING PROPOSAL."
- 3) Offerors are not encouraged to take exceptions to this solicitation; however, any exceptions taken to the specifications, terms and conditions of this solicitation shall be explained in detail and set forth in a cover letter as well as in the Business Proposal section. Offerors are to detail the particular section, clause, paragraph, and page to which they are taking exception.

4) SOLICITATION N65236-97-R-0321, SECTION J, ATTACHMENTS 02 THROUGH 07 AND EXHIBITS (A) AND (B) MAY BE OBTAINED FOR THE SUBJECT REQUEST FOR PROPOSAL BY WRITTEN NOTICE TO THE NEGOTIATOR (THERESA M. BRITTON) AT THE FOLLOWING ADDRESS VIA MAIL OR FACSIMILE:

CONTRACTING OFFICER, CODE 1117TB
NISE EAST, CONTRACTS DIVISION
P. O. BOX 190022
N. CHARLESTON, SC 29419-9022

FACSIMILE: (803) 743-9134

- 5) Offerors responding to this notice shall provide to the above Contracting Officer, Code 1117TB, their name and address, point of contact, telephone and facsimile number in order to be added to the Bidder's Mailing List for amendments to this solicitation. Amendments will be submitted in writing by United Parcel Service.

THERESA M. BRITTON
(803) 743-4457

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING DO-S1	PAGE OF 1	PAGE
2. CONTRACT NO.		3. SOLICITATION NO. N65236-97-R-0321		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 22 MAY 1997
7. ISSUED BY NISE EAST P.O. BOX 190022 POC: THERESA M. BRITTON N. CHARLESTON, SC 29419-9022 TELEPHONE: (803) 743-4457		CODE N65236 CODE: 1117TB		8. ADDRESS OFFER TO <i>(If other than Item 7)</i> BID CUSTODIAN, NISE EAST <u>SEE CLAUSE L-630 ENTITLED "INSTRUCTIONS FOR SUBMITTING PROPOSAL" FOR MAILING PROPOSALS OR FOR HAND-CARRIED PROPOSALS.</u>		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in the lobby of Bldg. 198, Charleston Naval Complex, Charleston, SC 294098 (See Block 8 for further instructions) until 3:00 P.M. EST (*Hour*) local time 03 JUL 97. CAUTION -- LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME THERESA M. BRITTON	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> (803) 743-4457
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 240 calendar days (*60 calendar days unless a different period is inserted by the offeror*) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the Schedule.

13. DISCOUNT FOR PROMPT PAYMENT <i>(See Section I, Clause No. 52.232-8)</i>		10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS <i>(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:)</i>		AMENDMENT NO	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>	
15B. TELEPHONE NO. <i>(Include area code)</i>	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENCE FROM ABOVE - ENTER <input type="checkbox"/> SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE		18. OFFER DATE	

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()			23. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i>	
24. ADMINISTERED BY <i>(If other than Item 7)</i> CODE N65236			25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>			27. UNITED STATES OF AMERICA <i>(Signature of Contracting Officer)</i>	
			28. AWARD DATE	

IMPORTANT -- Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

PART I
1993 EDITION
SECTION B - SUPPLIES OR SERVICES AND PRICES

LOT I - BASE YEAR

0001	ENGINEERING SERVICES FOR PHYSICAL, ELECTRONIC, AND COMPUTER SENSOR SYSTEM (PECSS) PROGRAM EFFORTS FOR THE PERIOD OF ONE YEAR	ESTIMATED COST FIXED FEE ESTIMATED CPFF	\$ _____ \$ _____ \$ _____
0002	CONTRACT DATA IN ACCORDANCE WITH DD FORM 1423, ATTACHED AS EXHIBIT A	NSP (PRICE INCLUDED IN ITEM 0001)	

LOT II - FIRST OPTION YEAR

0003	ENGINEERING SERVICES FOR PHYSICAL, ELECTRONIC, AND COMPUTER SENSOR SYSTEM (PECSS) PROGRAM EFFORTS FOR THE PERIOD OF ONE YEAR	ESTIMATED COST FIXED FEE ESTIMATED CPFF	\$ _____ \$ _____ \$ _____
0004	CONTRACT DATA IN ACCORDANCE WITH DD FORM 1423, ATTACHED AS EXHIBIT A	NSP (PRICE INCLUDED IN ITEM 0003)	

LOT III - SECOND OPTION YEAR

0005	ENGINEERING SERVICES FOR PHYSICAL, ELECTRONIC, AND COMPUTER SENSOR SYSTEM (PECSS) PROGRAM EFFORTS FOR THE PERIOD OF ONE YEAR	ESTIMATED COST FIXED FEE ESTIMATED CPFF	\$ _____ \$ _____ \$ _____
0006	CONTRACT DATA IN ACCORDANCE WITH DD FORM 1423, ATTACHED AS EXHIBIT A	NSP (PRICE INCLUDED IN ITEM 0005)	

LOT IV - THIRD OPTION YEAR

0007	ENGINEERING SERVICES FOR PHYSICAL, ELECTRONIC, AND COMPUTER SENSOR SYSTEM (PECSS) PROGRAM EFFORTS FOR THE PERIOD OF ONE YEAR	ESTIMATED COST FIXED FEE ESTIMATED CPFF	\$ _____ \$ _____ \$ _____
0008	CONTRACT DATA IN ACCORDANCE WITH DD FORM 1423, ATTACHED AS EXHIBIT A	NSP (PRICE INCLUDED IN ITEM 0007)	

LOT V - FOURTH OPTION YEAR

0009	ENGINEERING SERVICES FOR PHYSICAL, ELECTRONIC, AND COMPUTER SENSOR SYSTEM (PECSS) PROGRAM EFFORTS FOR THE PERIOD OF ONE YEAR	ESTIMATED COST FIXED FEE ESTIMATED CPFF	\$ _____ \$ _____ \$ _____
0010	CONTRACT DATA IN ACCORDANCE WITH DD FORM 1423, ATTACHED AS EXHIBIT A	NSP (PRICE INCLUDED IN ITEM 0009)	

B-108 MINIMUM AND MAXIMUM QUANTITIES (89JUL)

As referred to in paragraph (b) of the "Indefinite Quantities" clause of this contract, the contract minimum quantity is a total of \$2,000,000.00 worth of orders at the contract unit price(s). The maximum quantity is the total estimated amount of the contract. The maximum quantity is not to be exceeded without prior approval of the Procuring Contracting Officer.

B500 PAYMENT OF FIXED FEE (INDEFINITE DELIVERY, INDEFINITE QUANTITY, COST-PLUS-FIXED FEE)

(a) The delivery orders issued under this contract will be completion form as defined in FAR 16.306(d)). The scope of work under each delivery order will state a definite goal or target and will specify an end product to be completed. The Schedule under each delivery order will state the estimated cost and fixed fee. The contractor will be required to complete and deliver the end product within the estimated cost as a condition for payment of the entire fixed fee. The Government may modify the order if additional cost is authorized to complete the original effort, however, there will be no corresponding increase in fee. The total fixed fee of all the delivery orders will not exceed the total fixed fee of the basic contract unless otherwise increased by contract modification.

(b) The government shall make payments, on account of the fixed fee, equal in direct proportion to the amounts invoiced by the contractor under the clause entitled, "Allowable Cost and Payment," provided that the total of all such payments shall not exceed eighty-five percent (85%) of the fixed fee specified under each applicable delivery order.

(c) In the event work is discontinued under the delivery order in accordance with the contract clause entitled "Limitation of Cost" or "Limitation of Funds" whichever is applicable, the fixed fee shall be redetermined equitably and by mutual agreement to reflect the work actually performed. The amount by which such fixed fee is less than, or exceeds, payments previously made on account of the fixed fee shall be paid to, or repaid by, the Contractor, as applicable.

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B1000 COST PLUS FIXED FEE CONTRACT - COMPLETION FORM

(a) Performance under this contract shall be as directed by each delivery order issued under this basic contract. The total estimated manhours and the labor category composition for each year of performance are as follows:

<u>GOVERNMENT LABOR CATEGORY</u>	<u>BASE YEAR</u>	<u>FIRST OPTION YEAR</u>	<u>SECOND OPTION YEAR</u>	<u>THIRD OPTION YEAR</u>	<u>FOURTH OPTION YEAR</u>	<u>OVERTIME HOURS EACH YEAR</u>
PROGRAM MANAGER	1800	1800	1800	1800	1800	
SYSTEMS ENGINEER	1800	1800	3600	3600	3600	
SR. SYS. INTEGRATION ENGR.	3600	3600	5400	5400	5400	
SR. DESIGN ENGR., ELEC./ELEX.	7200	9000	7200	7200	7200	
SR. DESIGN ENGR., MECH.	1800	1800	1800	1800	1800	
JR. DESIGN ENGR., ELEC./ELEX.	7200	9000	7200	7200	7200	
SR. COMP. SEC. SYS. ANALYST	2700	2700	2700	2700	2700	
JR. COMP. SE C. SYS. ANALYST	3600	3600	3600	3600	3600	
LOGISTICS ANALYST	1800	1800	1800	1800	1800	
SR. COMP. SYSTEMS ANALYST	1800	1800	3600	3600	3600	
COMP. SYSTEMS ANALYST III	3600	3600	5400	5400	5400	200
COMP. SYSTEMS ANALYST II	900	900	1800	1800	1800	100
COMPUTER PROGRAMMER III	1800	1800	1800	1800	1800	100
WORD PROCESSOR II	1800	1800	1800	1800	1800	
DRAFTER, IV	5400	5400	5400	5400	5400	200
DRAFTER, III	9000	9000	9000	9000	9000	300
ENGR. TECH. VI	5400	7200	5400	5400	5400	300
ELEC. TECH., MAINT. III	9000	9000	10800	10800	10800	500
ELEC. TECH., MAINT. II	9000	12600	10800	10800	10800	400
ELECTRICIAN, MAINT.	7200	9000	7200	7200	7200	300
INSTRUMENT MECHANIC	900	900	900	900	900	100
HEAVY EQUIP. OPERATOR	9000	9000	9000	9000	9000	400
WELDER, COMB., MAINT.	5400	5400	5400	5400	5400	200
MAINT. TRADES HELPER	9000	10800	9000	9000	9000	200
ENGR. TECHNOLOGIST	1800	1800	1800	1800	1800	200
TOTAL LABOR HOURS	112,500	125,100	124,200	124,200	124,200	3,500

<u>OTHER DIRECT COST:</u>	<u>BASE YEAR</u>	<u>FIRST OPTION YEAR</u>	<u>SECOND OPTION YEAR</u>	<u>THIRD OPTION YEAR</u>	<u>FOURTH OPTION YEAR</u>
SUBCONTRACTING	\$1,778,550	\$3,523,770	\$3,272,960	\$3,272,960	\$3,272,960
MATERIAL AND EQUIPMENT	\$5,969,789	\$10,990,538	\$7,569,552	\$7,569,552	\$7,569,552
MAT. AND EQUIP. TRANS.	\$884,797	\$1,636,835	\$1,123,159	\$1,123,159	\$1,123,159
TRAVEL	\$340,952	\$400,957	\$504,806	\$504,806	\$504,806
PER DIEM	\$877,450	\$1,253,500	\$940,125	\$940,125	\$940,125

The above level of effort is expected to occur over the contract term.

(b) In performing a delivery order, the contractor may use any combination of hours of the labor categories listed in the delivery order.

(c) Either the "Limitation of Cost" or the "Limitation of Funds" clause, depending upon whether the order is fully funded, applies independently to each order under this contract and nothing in this clause amends the rights or responsibilities of the parties hereto under either of those two clauses. In addition, the notifications required by this clause are separate and distinct from any specified in either the "Limitation of Cost" or "Limitation of Funds" clause.

(d) Within thirty days after completion of the work under each delivery order, the contractor shall submit the following information directly, in writing, to the Ordering Officer, the Contracting Officer's Representative (COR) and the Defense Contract Audit Agency office to which vouchers are submitted.

(1) The total number of labor hours of direct labor, including subcontract labor expended.

(2) A breakdown of this total showing the number of labor hours expended in each direct labor classification listed in the delivery order schedule, including the identification of key employees utilized.

(3) The contractor's estimate of total allowable cost incurred under the delivery order.

(4) In the case of a cost underrun, the amount by which the estimated cost of the delivery order may be reduced to recover the excess funds.

B1001 DATA LINE ITEM NOT SEPARATELY PRICED

Contractor data to be furnished in accordance with DD Form 1423, Exhibits A and B. Prices shall be included in the basic hourly rates offered in Section B.

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PART I
1993 EDITION
SECTION C - DESCRIPTIONS/SPECIFICATIONS

C-2 SPECIFICATIONS/STATEMENT OF WORK

The work under this contract shall be performed in accordance with Statement of Work (SOW) for Physical, Electronic, and Computer Sensor System Programs (PECSS) as specified in Attachment 01.

C-5 PRIOR WRITTEN PERMISSION REQUIRED FOR ALL SUBCONTRACTS
(89JUL)

None of the services required by this contract shall be subcontracted to or performed by persons other than the Contractor or the Contractor's employees without the prior written consent of the Contracting Officer.

C-651 CONTRACTOR TEAM ARRANGEMENTS (92AUG)

(a) "Contractor team arrangement" means an arrangement in which:

(1) Two or more companies form a partnership or joint venture to act as a potential prime contractor; or

(2) A potential prime contractor agrees with one or more other companies to have them act as its subcontractors under a specified Government contract or acquisition program.

(b) The Government will accept teaming arrangements under this contract; provided, the teaming arrangements are identified, company relationships are fully disclosed in an offer, and a copy of the teaming arrangement is provided with the offer.

(c) Contractor team arrangements shall not be in violation of antitrust statutes or limit the Government's rights to:

(1) Require consent to subcontract;

(2) Determine, on the basis of the stated contractor team arrangement, the responsibility of the prime contractor within the meaning of FAR 9.1;

(3) Provide to the prime contractor data rights owned or controlled by the Government;

(4) Pursue its policies on competitive contracting, subcontracting, and component breakout after initial production or at any other time; and

(5) Hold the prime contractor fully responsible for contract performance, regardless of any team arrangement between the prime contractor and its subcontractors.

C-1000 REQUIRED STANDARD OF WORKMANSHIP (89JUL)

Unless otherwise specifically provided in this contract, the quality of all services rendered hereunder shall conform to the highest standards in the relevant profession, trade or field of endeavor. All services shall be rendered by or supervised directly by individuals fully qualified in the relevant profession, trade or field, and holding any licenses required by law.

C-1001 MINIMUM PERSONNEL QUALIFICATIONS

- (a) Personnel assigned to or utilized by the Contractor in the performance of this contract shall meet, as a minimum, the experience, educational, or other background requirements set forth below and shall be fully capable of performing in an efficient, reliable, and professional manner. If the offeror does not identify the labor categories listed below by the same specific title, then a cross reference list shall be provided in the offeror's proposal identifying the equivalent category.
- (b) The Government will review resumes of the Contractor's key personnel proposed to be assigned, and for key personnel not currently in the employ of the Contractor, a written agreement from potential employee to work will be part of the technical proposal.
- (c) If the Ordering Officer questions the qualifications or competence of *any* person performing under the contract, the burden of proof to sustain that the person is qualified as prescribed herein shall be upon the contractor.
- (d) The Contractor must have personnel, organization, and administrative control necessary to ensure that the services performed meet all requirements specified in delivery orders. The work history of each Contractor employee shall contain experience directly related to the tasks and functions to be assigned. The Ordering Officer reserves the right to determine if a given work history contains necessary and sufficiently detailed, related experience to reasonably ensure the ability for effective and efficient performance.
- (e) All tasks performed under terms of this SOW shall be performed in an efficient and workmanlike manner by personnel who are thoroughly familiar with the type of work being performed. The contractor warrants that employees used on the tasks will, on average, be as efficient as the average employees performing similar duties in the contractor's organization and meet or exceed the minimum requirements set forth for the respective labor categories defined herein. The contractor shall be responsible for employing appropriate professionally and technically qualified personnel to perform the tasks outlined herein. Personnel to be utilized under this contract shall meet the qualifications for the particular categories (as set forth herein) under which they are charged. Years of experience may be concurrent. The Contractor shall maintain on file resumes for *all* employees who have performed or are performing under this Contract. The government reserves the right to examine any and all resumes at any time to ascertain that the personnel meet the qualifications set forth in this Contract.
- (f) The level of skill, education, and experience of the different classifications of personnel required for performance of Contract tasks shall meet the qualifications that follow. The specialized experience included as part of the required qualifications shall have been obtained in the fields of endeavor indicated by the applicable labor categories listed below. Professional engineering personnel must possess an Engineering Bachelor's of Science (B.S.) or higher degree from a college or university whose programs have been accredited by

Accreditation Board for Engineering and Technology, Inc. (ABET) in accordance with ABET Publication AB-10, ABET Accreditation Yearbook. ABET Publication AB-10 can be obtained from ABET, Inc., 111 Market Place, Suite 1050, Baltimore MD 21202, at Commercial (410)-705-7685, facsimile (410)-625-2238. The following may be substituted for this degree requirement:

(1) Professional Registration - Designees must have a current registration as a professional engineer by any state, the District of Columbia, Guam, or Puerto Rico. However, these designees who achieved such certification by means other than a written test (e.g., State grandfather or eminence provisions) are eligible only for positions that are written or closely related to the specialty field of their registration. For example, a designee who attains registration through a State Board's eminence provision as a manufacturing engineer typically would be rated eligible for only manufacturing positions.

(2) Related Curriculum - Designees must possess a Bachelor's or higher degree in engineering technology from a college or university whose program has been accredited by the Accreditation Board for Engineering and Technology or in an appropriate professional field, e.g., physics, chemistry, computer science, or mathematics. This curriculum must have included differential and integral calculus and courses (more advanced than first year physics and chemistry) in five of the following seven areas of engineering science or physics: (1) Statics, (2) Dynamics, (3) Strength of Materials, (4) Fluids, (5) Circuits, (6) Nature and Properties of Materials (relating particle and aggregate structure to properties), and (7) any other comparable area of fundamental engineering science or physics, such as optics, heat transfer, or electronics. The courses must be fully acceptable toward meeting the requirements of a professional engineering curriculum.

(g) Labor Categories

Note: Key personnel are designated as personnel in the following categories in the quantities listed below:

- 1 Program Manager
- 1 Systems Engineer
- 2 Senior Systems Integration Engineer
- 4 Senior Design Engineer (Electrical/Electronic)
- 1 Senior Design Engineer (Mechanical)
- 1 Senior Computer Security Systems Analyst
- 1 Senior Computer Systems Analyst
- 3 Engineering Technician VI
- 5 Electronics Technician, Maintenance

1. Program Manager (* Key Personnel)

Shall have, as a minimum, the following:

- Masters degree in a management or engineering field
- Bachelor degree in a management or engineering field
- Fifteen (15) years of direct supervisory management experience
- Twelve (12) years demonstrated ability, by past experience, managing major complex technical programs supported by at least 50 technical personnel; programs description and a description of personnel supervised must be included
- Twelve (12) years experience in coordinating major programs with Government agencies
- Ten (10) years experience with design, installation, logistics, and technical support of complex integrated electronic/electrical systems

2. Systems Engineer (* Key Personnel)

Shall have, as a minimum, the following:

- Bachelor degree in Electrical or Electronic Engineering from an accredited institution
- Fifteen (15) years experience in all of the following with regard to complex electrical, electronic, mechanical, and/or computer systems: design, integration, installation, maintenance, and documentation
- Ten (10) years specialized experience in development, design, integration, and installation of highly complex, state-of-the-art sensor devices, systems, and technologies and/or monitor & control/SCADA systems
- Five (5) years direct experience with project engineering and project management
- Demonstrated experience of substantial technical contribution for two highly complex projects within the last five years; substantial technical contribution does not include supervision of others performing on the project. System(s) must have on a minimum of 800 alarm contact points for a security sensor system application or 1,500 instrumentation or data points for other data acquisition or monitor/control system. Security sensor systems projects must include integrated systems including Closed Circuit Television and Access Control
- Experience with engineering economic concepts

3. Senior Systems Integration Engineer (* Key Personnel)

Shall have, as a minimum, the following:

- Bachelor degree in Computer Engineering
- Twelve (12) years experience in computer systems hardware, firmware, and/or software
- Five (5) years experience within the last five years in analysis of system requirements, computer applications, and basic plans for processing of data by digital computers
- Five (5) years experience in design, development, programming, integration, and installation of computer based systems including Local Area Networks (LAN), Wide Area Networks (WAN), Supervisory Control and Data Acquisition systems (SCADA), database applications
- Demonstrated experience of substantial technical contribution for two highly complex leading edge design/development projects within the last three years; substantial technical contribution does not include supervision of others performing on the project

4. Senior Design Engineer (Electronic/Electrical) (* Key Personnel)

Shall have, as a minimum, the following:

- Bachelor degree in Electrical or Electronic Engineering from an accredited institution
- Ten (10) years experience in design, integration, and implementation/installation of complex electronic systems
- Five (5) years experience within the last five years in the following with regard to complex integrated (monitor/control, surveillance, access control, perimeter detection) electronic sensor systems: repair, maintenance, configuration management, documentation
- Demonstrated experience of substantial technical contribution for two highly complex projects within the last five years; substantial technical contribution does not include supervision of others performing on the

- project. System(s) must have on a minimum of 800 alarm contact points for a security sensor system application or 1,500 instrumentation or data points for other data acquisition or monitor/control system. Security sensor systems projects must include integrated systems including Closed Circuit Television and Access Control
- Five (5) years direct experience with project engineering, project management, and supervision of a technical team of six technical members or more; team members do not include administrative personnel
- Three (3) years experience with Government drawing standards and practices with respect to electronic projects
- Three (3) years experience of designing electronic and/or electrical system for hazardous areas
- Experience with engineering economic concepts
- Working knowledge of the National Electrical Code

The following is desired:

- Extensive and thorough knowledge and experience with electronic installation concepts and procedures and record keeping associated with Navy electronics installation and checkout of electronic systems

5. Senior Design Engineer (Mechanical) (* Key Personnel)

Shall have, as a minimum, the following:

- Bachelor degree in Mechanical Engineering from an accredited institution
- Ten (10) years experience in all of the following with regard to complex systems: design, integration, installation, repair, maintenance, configuration management, and documentation
- Five (5) years direct experience with electromechanical engineering design, including piping, metering, valving, and pumping systems and instrumentation
- Demonstrated experience of substantial technical contribution for two highly complex projects within the last five years; substantial technical contribution does not include supervision of others performing on the project.
- Three (3) years direct experience with project engineering and project management
- Three (3) years demonstrated experience with Government or commercial drawing standards and practices
- Experience with engineering economic concepts

6. Junior Design Engineer (Electronic/Electrical)

Shall have, as a minimum, the following:

- Bachelor degree in Electrical or Electronic Engineering from an accredited institution
- Three (3) years experience in all of the following with regard to electronic sensor systems: design, installation, and documentation
- Extensive and thorough knowledge and experience with electronic installation concept and procedures and record keeping associated with Navy electronics installation and checkout of electronic systems
- Two (2) years experience in electronic circuit design
- Two (2) years experience with Government or commercial drawing standards and practices
- Experience in the design of panel layouts and enclosures
- Experience with engineering economic concepts
- Working knowledge of the National Electrical Code

7. Senior Computer Security Systems Analyst (* Key Personnel)

Shall have, as a minimum, the following:

- Bachelor degree in Electrical Engineering or Computer Science related field (five years work experience in information security and network knowledge can be substituted for the minimum degree requirements)
- Ten (10) years general experience in applications programming and/or functional analysis on large computer systems, including database management systems
- Six (6) years specialized experience in Computer Security (COMPUSEC), Communications Security (COMSEC), or Operations Security (OPSEC)
- Six (6) years experience developing functional requirements for complex automated information systems using DOD/DON, commercial products or processes (as applicable)
- Knowledge of computer hardware such as Sun SPARC Stations, DEC, HP, NCR, AT&T, Novell, and McIntosh and high level computer languages such as ADA and C++
- Knowledge of UNIX based systems
- Knowledge of information security products, regulations, standards, and guidelines

8. Junior Computer Security Systems Analyst

Shall have, as a minimum, the following:

- Bachelor degree in Electrical Engineering or Computer Science related field (five years work experience in information security and network knowledge can be substituted for the minimum degree requirements)
- Nine (9) years general experience in development of policy, regulations, and doctrine in telecommunications and information systems at progressively increasing levels of responsibility
- Six (6) years specialized experience in Computer Security (COMPUSEC), Communications Security (COMSEC), or Operations Security (OPSEC)
- Six (6) years experience developing functional requirements for complex automated information systems using DOD/DON, commercial products or processes (as applicable)
- Knowledge of computer hardware such as Sun SPARC Stations, DEC, HP, NCR, AT&T, Novell, and McIntosh and high level computer languages such as ADA and C++
- Knowledge of UNIX based systems
- Knowledge of information security products, regulations, standards, and guidelines

9. Logistics Analyst

Shall have, as a minimum, the following:

- Bachelor degree
- Five (5) years experience of Government logistics support efforts, programs, and policies (Bachelor degree may be substituted with five (5) additional years (total of ten years) experience of Government logistics support efforts, programs, and policies)
- Demonstrate ability to recognize, identify, and define problems or weaknesses of a logistics program, collect necessary data, and formulate corrective action based on Government logistics manuals
- Demonstrated ability to develop Integrated Logistics Support and Life Cycle Engineering documentation

10. Senior Computer Systems Analyst (* Key Personnel)

Shall have, as a minimum, the following:

- Bachelor degree in Electrical Engineering or Computer Science related field
- Ten (10) years experience in computer systems hardware, firmware, and software
- Five (5) years experience within the last five years in analysis of system requirements and computer applications
- Three (3) years experience within the last three years with networking strategy and design of distributed and client/server relational database systems over local and wide area networks

The following experience is desired:

- Five (5) years experience within the last five years developing Supervisory Control and Data Acquisition (SCADA) applications for complex operational requirements utilizing SCADA tools and packages such as USData ECS Factory Link, Wonderware, Optozz, Intellation, and Iconics.

NOTE: Personnel performing work under the following labor categories must also meet the requirements specified in the respective occupational category listed, if applicable.

11. Computer Systems Analyst III (SCA 03103)

Shall have, as a minimum, the following:

- Six (6) years experience in computer systems hardware, firmware, and/or software
- Four (4) years experience in layout, design, and application coding of systems
- Two (2) years experience in analysis of system requirements
- Two (2) years experience in networking strategy design

12. Computer Systems Analyst II (SCA 03102)

Shall have, as a minimum, the following:

- Four (4) years experience in computer systems hardware, firmware, and/or software
- Four (4) years experience in layout, design, and/or application coding of systems
- Two (2) years experience in analysis of system requirements
- Two (2) years experience in networking strategy design

13. Computer Programmer III (SCA 03073)

Shall have, as a minimum, the following:

- Three (3) years experience in applying standard programming procedures and detailed knowledge in a programming area such as engineering applications
- Two (2) years experience in producing products with complex programs with interrelationships between files and records

14. Word Processor II (SCA 01612)

Work at this level requires considerable classroom or on-the-job training and may involve working directly with task originator rather than through supervisor. In addition to work assignments described for Level 1, duties include one or more of the following:

Experience with microcomputer using word processing and spreadsheet software

- Uses the more sophisticated features of the equipment to carry out complex assignments, such as sorting, merging, and organizing text, or maintaining files
- Applies knowledge of specialized terminology or foreign language

15. Drafter IV (SCA 29064)

Shall have, as a minimum, the following:

- Associate's Degree (or equivalent) in the drafting field (Three years of mechanical or electronic drafting and two years CAD experience may be substituted for the two year technical degree)
- Four (4) years experience in the documentation of engineering data from detailed sketches with a minimum of supervision
- Two (2) years demonstrated CAD experience in preparing Level III drawings, charts, illustrations, schematics, diagrams, and/or flow charts
- Two (2) years experience in applying DOD/Government Engineering Drawing Standards and Practices

16. Drafter III (SCA 29063)

Shall have, as a minimum, the following:

- Associate's Degree (or equivalent) in the drafting field (Two years of mechanical or electronic drafting and two years CAD experience may be substituted for the two year technical degree)
- Three (3) years experience in the documentation of engineering data and drawings from detailed sketches with a minimum of supervision
- One (1) years demonstrated CAD experience in preparing Level III drawings, charts, illustrations, schematics, diagrams, and/or flow charts
- One (1) years experience in applying DOD/Government Engineering Drawing Standards and Practices

17. Engineering Technician VI (SCA 29086)

Shall have, as a minimum, the following:

- Certification at, as a minimum, the journeyman level in electronic engineering technology from an industry accepted accreditation agency such as National Institute for Certification of Engineering Technologies (NICET) or International Society of Certified Electronic Technicians (ISCET)
- Seven (7) years experience with extensive and demonstrated experience in the installation, maintenance, repair, overhaul, troubleshooting, and/or testing of electrical and electronic systems
- Five (5) years experience of field electronic equipment installation
- Five (5) years experience interpreting and working with blueprints, drawings, manuals, handbooks, and technical specifications.
- Three (3) years experience in supervision and shop practices
- Demonstrated experience of transforming work requirements into tasking for a multitude of subordinates
- Demonstrated ability to successfully communicate orally and in writing with customers, vendors, superiors, and subordinates at all levels
- Working knowledge of the National Electrical Code

18. Electronics Technician, Maintenance III (SCA 23183)

Shall have, as a minimum, the following:

- Five (5) years experience working with electronic and electrical circuitry
- Five (5) years experience with extensive and demonstrated knowledge of the installation, maintenance, repair, overhaul, troubleshooting, and/or testing of electrical and electronic systems
- Three (3) years experience interpreting and working with blueprints, drawings, manuals, handbooks, and technical specifications
- Two (2) years experience of field electronic equipment installation
- Demonstrated experience of supervision and transforming field work requirements into tasking for a multitude of subordinates
- Working knowledge of the National Electrical Code

19. Electronics Technician, Maintenance II (SCA 23182)

Shall have, as a minimum, the following:

- Three (3) years experience working with electronic and electrical circuitry
- Three (3) years experience with extensive and demonstrated knowledge of the installation, maintenance, repair, overhaul, troubleshooting, and/or testing of electrical and electronic systems
- Two (2) years experience interpreting and working with blueprints, drawings, manuals, handbooks, and technical specifications
- Two (2) years experience with field electronic equipment installation
- Working knowledge of the National Electrical Code

20. Electrician, Maintenance (SCA 23160)

Shall have, as a minimum, the following:

- Five (5) years experience in the installation of electrical/electronic equipment/systems
- Three (3) years experience in interpreting and working from blueprints, drawings, manuals, handbooks, and technical specifications
- Three (3) years experience in conduit bending, threading and fitting, and wire pulling/terminating
- Two (2) years experience installing electrical equipment such as motors, controllers, circuit breakers, etc.
- Working knowledge of the National Electrical Code

21. Instrument Mechanic (SCA 23460)

Shall have, as a minimum, the following:

- Seven (7) years experience in the installation of instrumentation used to measure and control variables such as pressure, flow, temperature, motion, etc., in accordance with prescribed standards
- Five (5) years troubleshooting and repair experience of instrumentation
- Three (3) years experience with electronic monitor/control equipment, devices, and systems
- Three (3) years experience working from blueprints, drawings, manuals, handbooks, and technical specifications

22. Heavy Equipment Operator (SCA 31200)

Shall have, as a minimum, the following:

- Four (4) years experience with operation of gas and diesel powered equipment with heeled or crawler type traction, tractors with plows or blades, loaders, and trenchers with boring attachment
- Two (2) years experience in cutting, moving, digging, and rolling of sub grade material for the installation of electrical and/or electronic cabling, including fiber optic cabling
- One (1) years experience both in electrical or air-powered boring and cutting machinery

23. Welder, Combination, Maintenance (SCA 23960)

Shall have, as a minimum, the following:

- Four (4) years experience in electrical arc, shielded arc, heli-arc, and gas welding
- One (1) year experience working from blueprints, drawings, and manuals
- Experience of welding with all types of metals and alloys in various shapes including pipes, structural forms, plates, sheet metal, and bar stock
- Ability to follow and interpret instructions without more than normal supervision

The following may be required:

- Achieving acceptable results on performance or standard tests to meet certification standards or Government agencies or professional and technical associations

24. Maintenance Trades Helper (SCA 23580)

Shall have, as a minimum, the following:

- Shall have two (2) years experience assisting trade workers including electricians, electronic technicians, and welders, in the performance of normal duties including the following: interior and exterior conduit/raceway and cabling installation; electronic equipment assembly and installation tasks such as wiring, hook-up, connection, soldering
- Ability of assisting technicians and engineers where no expertise or experience is required
- Ability to perform tasks which mainly require physical abilities and efforts involving little or no specialized skill or prior work experience; tasks include excavation and fill or moving supplies and materials to required locations utilizing available means

25. Engineering Technologist

Shall have, as a minimum, the following:

- Associates of Engineering Technology degree from an accredited institution or ten (10) years demonstrated experience with electronic engineering technology based design and installation projects
- Five (5) years experience with the preparation (including technical writing and drafting, development, revision, and editing) of technical publications relating to the operation, maintenance, and installation of electrical, electronic and/or mechanical equipment; technical publications includes engineering design documentation, test plans and procedures, technical specifications and reports
- Five (5) years experience with Government drawing standards and practices
- Experience with engineering economic concepts
- Working knowledge of the National Electrical Code

PART I
SECTION D
PACKAGING AND MARKING

D-402 PREPARATION FOR DELIVERY

All material to be delivered hereunder shall be afforded the degree of packaging (preservation and packing) required to prevent deterioration and damages due to the hazards of shipment, handling and storage. Best commercial practice will be accepted.

D-403 PROHIBITED PACKING MATERIALS (84NOV)

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hygroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene and plastic as packing materials are prohibited for items destined for afloat units.

D-406 MARKING OF SHIPMENT

Each shipment of material and/or data shall be clearly marked to show the following information:

SHIP TO:
RECEIVING OFFICER
(As indicated in each
delivery order.)

MARK FOR:
Contract # (indicate contract number)
Delivery Order # (indicate delivery order number)
Item # (indicate line item number)

D-408 PREPARATION FOR DELIVERY (DATA ITEMS) (89JUL)

Data furnished hereunder shall be adequately packaged to assure safe delivery at destination.

In the event it becomes necessary to transmit classified matter by mail, the transmittal shall be in accordance with DOD Industrial Security Regulation (DD 5220.22-M).

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D-410 UNPACKING INSTRUCTIONS: COMPLEX OR DELICATE EQUIPMENT (89JUL)

Location on Container. When practical, one set of the unpacking instructions will be placed in a heavy waterproof envelope prominently marked "UNPACKING INFORMATION" and firmly affixed to the outside of the shipping container in a protected location, preferably between the cleats on the end of the container adjacent to the identification marking. If the instructions cover a set of equipment packed in multiple containers, the instructions will be affixed to the number one container of the set. When the unpacking instructions are too voluminous to be affixed to the exterior of the container, they will be placed inside and directions for locating them will be provided in the envelope marked "UNPACKING INFORMATION."

Marking Containers. When unpacking instructions are provided shipping containers will be stenciled "CAUTION - THIS EQUIPMENT MAY BE SERIOUSLY DAMAGED UNLESS UNPACKING INSTRUCTIONS ARE CAREFULLY FOLLOWED. UNPACKING INSTRUCTIONS ARE LOCATED (state where located)." When practical, this marking will be applied adjacent to the identification marking on the side of the container.

Marking. All shipping containers will be marked in accordance with the Military Standard Marking for Shipment and Storage, MIL-STD-129.

D-411 MARKING OF WARRANTED ITEMS (89JUL)

(a) Each item covered by a warranty shall be stamped or marked in accordance with MIL-STD-129, Marking for Shipment and Storage. Where this is impracticable, written notice shall be attached to or furnished with the warranted item.

(b) Warranted items shall be marked with the following information:

- (1) National stock number or manufacturer's partnumber
- (2) Serial number or other item identifier (if the warranty applies to uniquely identified items.
- (3) Contract number
- (4) Indication that a warranty applies
- (5) Manufacturer or entity (if other than the contractor) providing the warranty
- (6) Date or time when the warranty expires
- (7) Indication of whether or not attempted on-site repair by Government personnel will void the warranty.

PART I
SECTION E
INSPECTION AND ACCEPTANCE

**E239 DFARS 252.239-7000 PROTECTION AGAINST COMPROMISING
EMANATIONS (DEC 1991)**

(a) The Contractor shall provide or use only computer equipment, as specified by the Government, that has been accredited to meet the appropriate security requirements of--

(1) The National Security Agency National TEMPEST Standards (NACSEM No. 5100 or NACSEM No. 5100A, Compromising Emanations Laboratory Test Standard, Electromagnetics (U)); or

(2) Other standard specified by this contract.

(b) Upon request of the Contracting Officer, the Contractor shall provide documentation supporting the accreditation.

(c) The Government may, as part of its inspection and acceptance, conduct additional tests to ensure that equipment or systems delivered under this contract satisfy the security standards specified. The Government may conduct additional tests--

(1) At the installation site or contractor's facility.

(2) Notwithstanding the existence of valid accreditations of equipment prior to the award of this contract.

(d) Unless otherwise provided in this contract under the Warranty of Supplies or Warranty of Systems and Equipment clauses, the Contractor shall correct or replace accepted equipment or systems found to be deficient within one year after proper installations.

(1) The correction or replacement shall be at no cost to the Government.

(2) Should a modification to the delivered equipment be made by the Contractor, the one year period applies to the modification upon its proper installation.

(3) This paragraph (d) applies regardless of F.O.B. point or the point of acceptance of the deficient equipment/systems.

E-681 ALLOWABLE INSPECTION AND ACCEPTANCE PERIOD (30 DAYS)

The receiving activity shall be allowed 30 days to perform inspection and acceptance. The provisions of the Prompt Payment Act shall not be applicable until the 31st day after the receipt.

E-1000 INSPECTION AND ACCEPTANCE (DESTINATION/JOB SITES)

(a) Inspection and acceptance of the supplies or services to be furnished hereunder shall be made at destination/job sites by the receiving activity of Naval Command Control and Ocean Surveillance Center, In-Service Engineering (NISE EAST), East Coast Division, Charleston, SC.

(b) Receiving activity shall execute acceptance certificate on the applicable inspection and receiving report form (DD 250, DD Form 1155, or Standard Form 44). The executed payment copy of MILSCAP Format Identified PKN or PKP shall be forwarded to the payment office within four work days (five days when MILSCAP Format is used) after delivery and acceptance of the shipment by the receiving activity. One executed copy of the final DD Form 250 shall be forwarded to the contract administration office cited in block 10 for implementing contract closeout procedures, except when a DCASR is cited as the payment office.

E-1001 INSPECTION AT SITE

(a) For work accomplished at designated Government job sites, inspection shall be conducted during progress in the installation by the Contracting Officer Representative (COR) or authorized representative of the Naval Command Control and Ocean Surveillance Center, In-Service Engineering, East Coast Division (NISE EAST), Charleston, SC.

(b) Preliminary inspection of overhauled or fabricated equipment under this contract shall be at the Contractor's facility by the COR or authorized representatives of NISE EAST, Charleston, SC. Final inspection and acceptance shall be as installed systems at the work sites specified in the delivery order by the COR or his authorized representative of NISE EAST, Charleston, SC.

(c) Acceptance of design plans, drawings, procedures and all other articles delivered under this contract, shall be at destination by the COR or authorized representatives of NISE EAST, Charleston, SC.

(d) Inspection and acceptance of Contract Data shall be at destination as specified on the DD form 1423 in each delivery order.

PART I SECTION E REFERENCE CLAUSES INSPECTION AND ACCEPTANCE

52.246-3	Inspection of Supplies--Cost-Reimbursement (APR 1984)
52.246-5	Inspection of Services--Cost-Reimbursement (APR 1984)

PART I
SECTION F
DELIVERIES OR PERFORMANCE

**F250 DFARS 252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES
BY SEA (NOV 1995)**

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor--

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The contractor shall include this clause, including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties, in all subcontracts hereunder hereunder, except (effective May 1, 1996) subcontracts for the acquisition of commercial items or components.

F-260 SUP 5252.245-9401 GOVERNMENT FURNISHED PROPERTY (OCT 1995)

(a) The Government will furnish the following property to the Contractor for use in performance of this contract in accordance with the following schedule:

<u>PROPERTY</u>	<u>QUANTITY</u>	<u>ACQUISITION COST</u>	<u>DATE</u>
-----------------	-----------------	-------------------------	-------------

(As indicated in individual delivery orders.)

Delivery of such property will be made by ******(As indicated in individual delivery orders.)

(b) The property will be delivered at Government's expense at or near

[]
[]
[]

(The contractor is to insert the address, city or town and state in which plant is located; and if rail transportation is specified in paragraph (a) above, the exact location of private siding or public team tract at which rail shipments will be received, as well as the name of the railroad(s)):

(c) Only the property listed above in the quantity shown will be furnished by the Government. All other property required for performance of this contract shall be furnished by the Contractor.

(d) Within thirty (30) days after Government furnished property is determined by the Contractor to be lost, damaged, destroyed, no longer usable, or no longer needed for the performance of the contract, the Contractor shall notify the Contracting Officer, in writing, thereof.

F-410 DELIVERY OF DATA (89JUL)

Place and time of delivery of data shall be as specified on the DD Form 1423 (Contract Data Requirements List) which is an exhibit to this contract, unless delivery is deferred at the Government's option by written order of the contracting officer.

F-412 PLACE OF DELIVERY: DESTINATION (89JUL)

(a) The articles to be furnished hereunder shall be delivered all transportation charges paid by the contractor to:

(As indicated on individual delivery orders.)

(b) Offers submitted on a basis other than F.O.B. destination will be rejected as nonresponsive and may be deemed unacceptable.

F-587 CONTRACT PERIOD OF PERFORMANCE/ORDERING PERIOD

This contract shall become effective on 30 DECEMBER 1997 or on the date of award, whichever is later, and shall continue in effect during the period ending ONE YEAR THEREAFTER, unless terminated or extended in accordance with provisions herein.

Additional time of up to 180 days beyond the ordering period may be required for completion of outstanding delivery orders.

F-588 TIME OF PERFORMANCE

Services to be furnished hereunder shall be performed and completed as indicated in each delivery order.

F-1000 REQUEST FOR QUOTATION (RFQ) UNDER DELIVERY ORDERS

In response to each RFQ for a proposed delivery order, the contractor shall submit a quotation within ten work days from the date of the RFQ unless otherwise specified in RFQ.

F-1001 COMMENCEMENT OF PERFORMANCE

Contractor shall commence within twenty-four (24) hours after notification or as otherwise specified in the delivery order.

F-1002 PLACE OF PERFORMANCE

Services performed hereunder by the contractor shall be performed within the geographic boundaries of the United States, including Alaska and Hawaii, and at various DOD, Federal, State, and Local Government installations world-wide as required by individual task orders.

F-1003 GOVERNMENT-FURNISHED EQUIPMENT AND MATERIAL

The Government will furnish only those equipment/materials listed as Government furnished on approved drawings, and/or as stated in individual delivery orders. In addition, the Government will furnish to the Contractor for use in connection with this contract all drawing formats (MYLAR) on an as required basis.

The Government will provide the Government Furnished Equipment (GFE) in the quantities sufficient for installations as directed by delivery orders. Acquisition values for GFE will be provided in individual delivery orders.

Upon receipt of GFE or materials, the Contractor shall immediately unpack and inspect each item of GFE or material for damage that may have occurred to the property prior to the time that the Contractor received it. The Contractor shall report in writing the condition of any damaged GFE or material to the Contracting Officer or his authorized representative.

The contractor shall not install any damaged GFE except when instructed in writing to do so by the Ordering Officer or his authorized representative. Any equipment or material damaged by the contractor during handling, transportation, removal, installation or checkout shall be repaired or replaced by the contractor in accordance with FAR 52.245-4.

F-1004 MATERIAL/EQUIPMENT TRANSPORTATION (REIMBURSABLE)

The material/equipment delivered hereunder shall be delivered all transportation charges prepaid by the contractor. The transportation cost is to be shown on the same invoice as the material/equipment is billed but as a separate item. The contractor agrees to retain related transportation billings paid separately for a period of three years beyond the contract completion date and to furnish such bills to the Government when requested for audit purposes.

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**SECTION F REFERENCE CLAUSES
DELIVERIES OR PERFORMANCE**

1. NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

PARAGRAPH	CLAUSE TITLE & DATE
52.242-15	Stop-Work Order (AUG 1989)
52.242-15	Stop-Work Order (AUG 1989) - ALTERNATE I (APR 1984)
52.247-34	F.O.B. Destination (NOV 1991)
52.247-54	Diversion of Shipment Under F.O.B. Destination Contracts (MAR 1989)
52.247-55	F.O.B. Point for Delivery of Government-Furnished Property (APR 1984)
252.247-7023	Transportation of Supplies by Sea (NOV 1995)

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PART I
SECTION G
CONTRACT ADMINISTRATION DATA

G-304 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Indefinite Quantity, Cost-Plus-Fix Fee contract resulting from this solicitation.

G-397 SUP 5252.243-9400 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JAN 1992)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the contractor's facilities or in any other manner communicates with contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

NAME: *
ADDRESS: **NISE EAST, P. O. Box 190022, Charleston, SC 29419-9022**
TELEPHONE: *

* (to be specified at time of award.)

G-406 INVENTION DISCLOSURES AND REPORTS

(a) In accordance with the requirements of the Patent Rights Clause of this contract, the Contractor shall submit DD Form 882, Report of Inventions and Subcontracts along with written disclosure of inventions (including negative reports), to the contract administrator.

(b) The contract administrator will forward such reports and disclosures directly to the appropriate Counsel, designated below, for review and recommendation, after which the reports will be returned to the contract administrator.

(c) The appropriate Counsel for this contract is:

COMMANDING OFFICER
OFFICE OF THE PATENT COUNSEL
NISE EAST CODE OC
P. O. BOX 190022
N. CHARLESTON, SC 29419-9022

(d) The above designated Counsel will represent the Contracting Officer with regard to invention reporting matters arising under this contract.

G-502 INVOICING INSTRUCTIONS (COST REIMBURSEMENT CONTRACTS) **(89JUL)**

1. Invoices/vouchers shall be submitted not more than every 2 weeks covering the amount claimed to be due for services rendered and cost incurred thereunder. There will be a lapse of no more than thirty days between performance and submission of invoices.

2. The contractor will prepare five (5) copies of his original invoices/vouchers. The original and one (1) copy of the invoices/vouchers will be forwarded to the cognizant Defense Contract Audit Agency (DCAA). Two (2) copies of the Invoices/vouchers will be forwarded to the Contracting Officer Representative (COR). One (1) copy will be forwarded to NISE EAST Code 123, P. O. Box 190022, North Charleston, SC 29419-9022.

3. Invoices/vouchers will contain the following information:

- a. Contract number and contract line item number;
- b. Description of work;
- c. Straight time labor charges by manhours, classification and price; in the case of cost-plus-fixed-fee type contracts, the invoice shall cite direct labor hours incurred by labor category, costs incurred and fixed fee billed.
- d. Premium time and charges (if any) by manhours, classification, price/cost and name of approving official.
- e. Uncompensated overtime hours (if any) worked for the invoice period, by labor category, as identified in Clause DFARS 252.237-7019.
- f. Travel and per diem costs (if any).
- g. Other costs incurred and allowable under the contract and identification of such costs.
- h. Additional information as required.
- i. Withholding under the Payments clause, if any.
- j. Cumulative value of all billings to date by cost incurred and fixed fee billed.

4. For all but the final invoice/voucher, DCAA will review and approve invoices/vouchers for provisional payment and forward them to the paying office. Payment will be made by the Disbursing Office upon the basis of the DCAA approved invoice/voucher. The COR will review his/her copy of the invoice/voucher and complete a Contractor Invoice Review Form. Complete concurrence with the contractor billing will be evidenced by the COR completion of the Contract Invoice Review Form and forwarding of same by letter to DCAA. If the examination of the invoice by the COR raises a question regarding the allowability, allocation, or reasonableness of cost(s) under the contract terms, the COR shall advise DCAA of the nonconcurrence or partial

concurrence by transmittal letter, including the Contract Invoice Review Form. In the case of partial concurrence by the COR of contractor billing, the COR shall advise DCAA in his/her transmittal letter and applicable Contract Invoice Review Form of that portion with which he takes exception. The contractor will be required to resolve billing discrepancy with the COR and to submit to the COR a separate invoice/voucher, (six copies) covering the disputed portion only. If the COR approved this separate invoice/voucher, the COR will sign and complete a Contract Invoice Review Form and forward by letter to the DCAA.

5. Upon receiving notification from the COR of unresolved exceptions taken, DCAA may, after informal discussions as appropriate, issue a Notice of Contract Costs Suspended and/or Disapproved (DCAA Form 1) simultaneously to the contractor and disbursing officer, with a copy to the Contracting Officer for deduction/offset from current payments.
6. If the contractor disagrees with a deduction or offset, the contractor may submit a written request to the Contracting Officer to consider whether the unreimbursed costs should be paid. The Contracting Officer shall discuss the findings with the contractor and shall advise the contractor of the results in writing. If the contractor disagrees with the findings of the Contracting Officer, the contractor may file a claim under the Disputes clause.
7. A copy of all forwarding letters (COR to DCAA), invoice/voucher and signed Contract Invoice Review Form shall be sent to the Administering Contracting Officer. A copy of the forwarding letter only shall be sent to the contractor.
8. The final invoice/voucher will be forwarded to the Contracting Officer for approval and forwarding to the DCAA and disbursing office for final payment. The final invoice/voucher identified as such will list all invoices/vouchers previously tendered. Final payment will be predicated upon the execution of a Material Inspection and Receiving Report (DD Form 250) or other acceptance shall be deemed to have occurred on the effective date of the contract settlement.
9. The COR and cognizant DCAA offices of this contract are: (To be specified at time of award.)

10. The DCAA office specified above is hereby designated as the cognizant audit agency for payments resulting from this contract, receiving invoices/vouchers from contractor, approving interim vouchers and sending them to the Contracting Officer or his/her designated representative, and issuing DCAA Forms 1, Notice of Contract Costs Suspended and/or Disapproved, to deduct costs where allowability is questionable.

11. The Contracting Officer, or his/her designated authorized representative, approves all completion/final invoices/vouchers and sends them to the disbursing office; and may issue or direct the issuance of DCAA Forms 1 on any cost when there is reason to believe it should be suspended or disallowed.

12. No interest penalty shall be paid to the contractor as a result of delayed contract financing payments. For purposes of the final invoice, payment is made after acceptance of services by the Government and is subject to assessment of interest penalty for payment delays in accordance with the "Prompt Payment" clause of this contract (FAR 52.232-25).

13. For purposes of payment under the final invoice, the constructive period in paragraph (a) (6) of the "Prompt Payment" clause of this contract (FAR 52.232-25) is changed from 7 days to 30 days.

G-504 FOR DCMAO USE ONLY (86AUG)

The representative of the Procuring Contracting Officer listed below is for DCMAO use only:

Name: Theresa M. Britton Code: 1117TB

Telephone: (803) 743-4457 DSN: 563-4457

G-506 NOTE TO PAYMENT OFFICE - ADDRESS OF PAYEE

Payments to be mailed to:

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G-513 SECURITY REQUIREMENTS AND ADMINISTRATION (89JUL)

Contractor shall have a security clearance of **TOP SECRET** as designated on Contract Security Classification Specification, DD Form 254, incorporated by reference herein.

The Commander, Defense Investigative Service, Director of Industrial Security, Region * (to be specified at time of award):

is designated Security Administrator for the purpose of administering all elements of military security hereunder.

Distribution of the Contract Security Classification Specification is in accordance with Paragraph 17 of the DD Form 254.

G-514 PROPERTY ADMINISTRATOR (89JUL)

The NISE EAST CODE 132, P. O. Box 190022, N. Charleston, SC 29419-9022 (Telephone: (803) 974-4148 is hereby designated by the Contracting Officer as the Property Administrator to ensure compliance with the contract requirements and the provisions of Federal Acquisition Regulation Section 45.5 with respect to the control of Government Property.

G-516 ACCOUNTING AND APPROPRIATION DATA FOR THE GUARANTEED MINIMUM QUANTITY (89JUL)

The accounting and appropriation data for the minimum quantity specified for the contract under clause B-108, entitled "Minimum and Maximum Quantities" is set forth below.

ACR:AA *

* (to be specified at time of award.)

G-600 CONTRACT ADMINISTRATION PLAN

In order to expedite administration of this contract/order, the following delineation of duties is provided including the names, addresses and phone numbers for each individual or office as specified. The individual/position designated as having responsibility should be contacted for any questions, clarifications or information regarding the functions assigned.

1. PROCURING CONTRACTING OFFICER (PCO) is responsible for:

- a. All pre-award information, questions, or data;
- b. Authority to amend solicitation and to award the contract;
- c. Arranging the post award conference (See FAR 42.503), if required;
- d. Freedom of Information inquiries via NISE East Counsel , Code OC
- e. Change/question/information regarding the scope, terms or conditions of the basic contract document;
- f. Exercise of Option Provisions;
- g. Maintain the official contract file including backup documentation;
- h. Maintain cognizance of the performance of COR;
- i. Maintain cognizance/monitor performance of ordering officer(s);
- j. Responsible for the matters specified in FAR 42.302(b) and DFARS 242.302(b).

Name: _____
Address: _____
Phone: _____

2. CONTRACT ADMINISTRATION is assigned to Defense Contracts Management Area Operations (DCMAO). DCMAO is responsible for matters specified in FAR 42.302 and DFARS 242.302 except in those areas otherwise designated herein.

Name: _____
Address: _____
Phone: _____

3. DEFENSE CONTRACT AUDIT AGENCY (DCAA) is responsible for:

- a. Pre-award audits as requested by the PCO;
- b. Review and approval of invoices/vouchers for interim payments (contract financing) and forwarding to paying agency for payment;
- c. Deduct costs from contractor payments where allowability is questionable using DCAA Form-1, Notice of Contract Costs Suspended and/or Disapproved;
- d. Review and approval of final invoice/vouchers and forwarding to the Contracting Officer;
- e. Contract close out audit.

Name: _____
Address: _____
Phone: _____

4. PAYING OFFICE is responsible for payment of proper invoices after review and approval certification is documented.

Name: _____
Address: _____
Phone: _____

5. CONTRACTING OFFICER'S REPRESENTATIVE (COR) is responsible for:

- a. Liaison of Security requirements;
- b. Providing PCO with technical advice, definitized statements of work and independent Government estimates for the effort;
- c. Providing the PCO or his designated Ordering Officer with appropriate funds for issuance of the Delivery Order;
- d. After award, provide liaison with personnel on site and contractor personnel, also providing technical advice/recommendations/clarification of the statement of work. Refer questions of a contractual nature to PCO;
- e. Quality assurance of services performed, inspection and acceptance of the services;
- f. Monitor Government Furnished Property;
- g. Review and certify contractor's invoices/vouchers to ensure the labor charges and other costs specified are reasonable and certification of concurrence/nonconcurrence to DCAA;
- h. Participate in quarterly telephonic conference with PCO identifying the efficiency of the contractor's performance;
- i. Ensure the services performed by the Contractor remain nonpersonal in nature;
- j. Ensure that the Contractor does not exceed the defined statement of work set forth in the contract;
- k. Monitor contract performance and report all problems related to the contract to the PCO, submitting a written report addressing the efficiency of the contractor's performance and use of deliverables at least annually;
- l. Ensure a copy of all Government technical correspondence is forwarded to the PCO for placement in the contract file.

COR Name:`` _____
Address: _____
Phone: _____

In the event that the COR named above is absent due to leave, illness, or official business, all responsibilities and functions assigned to the COR will be the responsibility of the alternate COR listed below:

ACOR Name: _____
Address: _____
Phone: _____

6. ORDERING OFFICER is responsible for:

- a. Request, obtain and evaluate contractor's delivery order proposals and negotiate cost-plus-fixed-fee type delivery orders;
- b. Determine the estimated cost of the delivery orders to be fair and reasonable for the effort proposed;
- c. Obligate funds by issuance and distribution of cost-plus-fixed-fee type delivery orders;
- d. Authorization for use of overtime;
- e. Authorization to begin performance;
- f. Monitoring of total cost and total fixed fee of delivery orders issued;
- g. Provide PCO with quarterly report including copies of all delivery orders issued.

Activity: _____
Address: _____

G611 CONTRACT ADMINISTRATION FOR THE CONTRACTOR (AWARD) (89JUL)

The following representative of the contractor shall be contacted for contract administration purposes:

NAME: _____
TITLE: _____
ADDRESS: _____

TELEPHONE NO.: _____

G-1000 SUP 5252.242-9404 REPORTING REQUIREMENTS (JAN 1992)

A status report shall be submitted on a monthly basis to the Procuring Contracting Officer, Contracting Officer's Representative, Ordering Officer, and Administrative Contracting Officer. The report shall provide the number of hours expended, the total cost incurred to date, data status and delivery status.

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**PART I
SECTION H
SPECIAL CONTRACT REQUIREMENTS**

H-204 DFARS 252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless--

- (1) The Contracting Officer has given prior written approval; or
- (2) The information is otherwise in the public domain before the date of release.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 45 days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

H-332 SUP 5252.232-9400 LIMITATION OF LIABILITY - INCREMENTAL FUNDING (JAN 1992)

This contract is incrementally funded and the amount currently available for payment hereunder is limited to (*) inclusive of fee. It is estimated that these funds will cover the cost of performance through (*). Subject to the provisions of the clause entitled "Limitation of Funds" (FAR 52.232-22) of the General Provisions of this contract, no legal liability on the part of the Government for payment in excess of (*) shall arise unless additional funds are made available and are incorporated as a modification to this contract.

* (to be specified in each delivery order.)

H-333 SUP 5252.233-9400 CHOICE OF LAWS (JUN 1994)

This contract shall be construed and interpreted in accordance with the substantive laws of the United States of America. By the execution of this contract, the contractor expressly agrees to waive any rights to invoke the jurisdiction of local national courts where this contract is to be performed and agrees to accept the exclusive jurisdiction of the Armed Services Board of Contract Appeals and the United States Court of Federal Claims for the hearing and determination of any and all disputes that may arise under the "Disputes" clause.

H-402 CONTRACTOR IDENTIFICATION

1. Contractor employees must be clearly identifiable while on Government property, wearing appropriate badges identifying the name of their employer.
2. Contractor employees are required to clearly identify themselves and the company they work for whenever making contact with Government personnel by telephone or other electronic means.

H-403 PLANT ACCESS TO CONTRACTORS' FACILITIES BY GOVERNMENT PERSONNEL

The Government Contracting Officer's Representative (COR) and/or other authorized Government personnel shall be allowed access to the Contractor's plant in which work under this contract is being performed during normal working hours as long as the visiting Government personnel have complied with the visit planning and coordination requirements of FAR 42.402.

H-407 SECURITY WARNING

This contract, or job orders hereunder, may contain, or in the performance thereof, may involve access to information affecting the national defense of the United States within the meaning of the Espionage Laws, Title 18 U.S.C., Sections 793 and 794. The transmission or the revelation of the classified contents, or of the classified matter to which access may be had, in any manner to an unauthorized person is prohibited by law.

H-408 SECURITY OFFICER

The work to be performed under this contract as delineated in the **DD Form 254, Attachment No. 04 hereunder**, involves access to and handling of classified material up to and including **TOP SECRET**. **Your attention should be directed to the SCI requirements under the form. The SCI labor categories are identified in the SOW, Attachment 01 to this contract.**

In addition to the requirements of the clause FAR 52.204-2 "Security Requirements", the Contractor shall appoint a Security Officer, who shall (1) be responsible for all security aspects of the work performed under this contract, (2) assure compliance with the Department of Defense Industrial Security Manual for Safeguarding Classified Information (DOD INST 5220.22-M) and (3) assure compliance with any written instructions from the Security Officer, Code 0A1JK, NCCOSC NISE EAST, North Charleston, SC 29406-6504.

H-409 INFORMATION TECHNOLOGY SECURITY

All contractors (and their subcontractors) who have direct access to NISE EAST Information Technology Systems, Office Information System (OIS), and/or networks in support of their contracts at/for NISE EAST will immediately notify the Contracting Officer and the COR upon occurrence of any of the following:

- a. When a contractor (or subcontractor) has an employee resign who has access to Information Technology system(s), OIS, and/or networks at NISE EAST; or
- b. When a contractor (or subcontractor) terminates an employee who has access to Information Technology system(s), OIS, and/or networks at NISE EAST; or
- c. When a contractor (or subcontractor) has an employee change contracts at NISE EAST, and the contractor employee still performs contract duties on Information Technology system(s), OIS, and/or networks at NISE EAST; or
- d. When a contractor (or subcontractor) has incurred or is incurring a security incident/problem with any Information Technology system(s), OIS, and/or networks at NISE EAST.

The Contracting Officer and the COR will ensure that the respective Division Information Technology System Security Officer (DADPSSO) is contacted.

Immediately shall be defined as follows:

- a. Within one working day; or
- b. When occurrence is on a day before a non-working Friday or Weekend, on the same day as the occurrence; or
- c. When the occurrence is on a weekend or holiday, on the first working day; or
- d. When compromise of classified data or systems is suspected or found, at the time the incident is discovered. (Outside of normal working hours the Center Duty Officer shall be contacted.)

In the event that the Contracting Officer or the COR cannot be reached within the above time frames, the NISE EAST ADP Security Officer (ADPSO) Code 0A1JK shall be notified.

H-410 APPLICATION OF PATENT INDEMNITY

The Patent Indemnity Clause (FAR 52.227-3) (APR 1984) incorporated in Section I of this contract applies only to supplies or services that normally are or have been sold or offered for sale by any supplier to the public in the commercial open market or that are the same as such supplies or services with relatively minor modifications.

H-414 DISPOSITION OF GOVERNMENT FURNISHED PROPERTY

When disposition instructions for Government Furnished Property are contained in the accountable contract or on the supporting shipping documents (DD 1149) the Contractor shall initiate and submit an excess inventory listing to the Procuring Contracting Officer (PCO), via the NISE East Property Administrator, Code 132.

When disposition instructions are not stipulated in the contract or supporting shipping document (DD Form 1149) an excess inventory listing identifying Government Furnished Property and, under cost reimbursement contracts, Contractor Acquired Property, will also be submitted to the PCO, via the NISE East Property Administrator, Code 132, at which time disposition instructions will be provided.

At the time of the Contractor's regular annual inventory, the Contractor will provide the PCO, via the NISE East Property Administrator, Code 132, a copy of the physical inventory listing.

H-415 CONTRACTOR ACQUIRED PROPERTY/GOVERNMENT FURNISHED PROPERTY

This contract contains clause entitled "Government Furnished Property". However, receipt of Government Furnished Property or Contractor Acquired Property is not authorized by this document alone. Such property may be acquired only upon receipt of a fully executed delivery order or delivery order modification that specifically authorizes acquisition of the property by the contractor. Requests for Contractor Acquired Property must be made to the cognizant Contracting Officer.

Any property acquired by the Contractor without a delivery order or delivery order modification authorizing such acquisition, is done so at the Contractor's own risk.

CAUTION: The clause prohibits the acquisition of Information Technology resources as defined in FAR Part 39, Appendix A.

H-416 SUBMISSION OF DD FORM 1662, DOD PROPERTY IN THE CUSTODY OF CONTRACTOR

The contractor shall provide a duplicate of the DD Form 1662 to the NISE EAST Property Administrator, Code 132, by 31 October of the current fiscal year.

H-420 ACQUISITION OF FEDERAL INFORMATION PROCESSING (INFORMATION TECHNOLOGY) RESOURCES

Whether for purchase, lease or rental, Information Technology will not be acquired under cost reimbursement contracts for the Government's account unless the designated Procuring Contracting Officer (PCO) has provided prior written approval. No authorization for purchase will be given until it has been determined to be in compliance with all applicable regulations. Proposed acquisition of Information Technology by a contractor shall be submitted to the PCO through the Contracting Officer's Representative.

H-421 WORK WEEK

(a) All or a portion of the effort under this contract will be performed on a Government installation. The normal work week for Government employees at NISE East is Monday through Friday, 7:30 a.m. to 4:00 p.m. Work at this Government installation shall be performed by the contractor within the normal work hours at NISE East unless differing hours are specified on the individual delivery orders. The contractor is not required to maintain the same hours as Government employees; however, contractor employees performing work at NISE East must work during the normal work week. Following is a list of holidays observed by the Government.

<u>Name of Holiday</u>	<u>Time of Observance</u>
New Year's Day	1 January
Martin Luther King Jr. Day	Third Monday in January
Presidents Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	11 November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25 December

(b) In the event any of the above holidays occur on a Saturday or a Sunday, then such holiday shall be observed by the Contractor in accordance with the practice as observed by the assigned Government employees at the using activity.

(c) In the event the Contractor is prevented from performance as the result of an Executive Order or an administrative leave determination applying to the using activity, such time may be charged to the contract as direct cost provided such charges are consistent with the Contractor's accounting practices.

(d) This contract does not allow for payment of overtime during the normal work week for employees who are covered by the Fair Labor Standards Act unless expressly authorized by the Ordering Officer. Under Federal regulations the payment of overtime is required only when an employee works more than 40 hours per week.

H-424 LIABILITY INSURANCE (COST TYPE CONTRACTS) (84APR)

The following types of insurance are required in accordance with the clause entitled "Insurance - Liability to Third Persons" (FAR 52.228-7) and shall be maintained in the minimum amounts shown:

1. Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury. No property damage general liability insurance is required.
2. Automobile Insurance: \$200,000 per person and \$500,000 per occurrence for property damage. Comprehensive form of policy is required.

3. Standard Workmen's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.

4. The Contractor shall furnish to the Contracting Officer a certificate or written statement of insurance prior to commencement of work under the contract. The contract number shall be cited on the certificate of insurance.

H-433 SUBCONTRACTING PLAN FOR SMALL AND SMALL DISADVANTAGED BUSINESS CONCERNS

Pursuant to FAR 52.219-9, the subcontract plan for this contract is set forth in attachment number * _____, Small and Small Disadvantaged Business Subcontracting Plan dated * _____ is made a part hereof. The Government will monitor the Contractor's performance based on the subcontract plan in accordance with the terms of the contract.

One copy of the subcontract plan shall be submitted to the Small Business Administration having cognizance over the contract, and one copy to the ACO who shall monitor contractor compliance.

* (to be specified at time of award.)

H-437 OCCUPATIONAL SAFETY AND HEALTH REQUIREMENTS

If performance of any work under this contract is required at a NISE East facility, the Contractor shall contact the NISE East Safety and Environmental Office, Code 0A2, prior to performance of ANY work under this contract.

Contractors are responsible for following all safety and health related State and Federal statutes and corresponding State, Federal, and/or Navy regulations protecting the environment, contractor employees, and persons who live and work in and around contractor and/or federal facilities.

Contractors shall monitor their employees and ensure that they are following all safety regulations particular to the work areas. Contractors shall ensure that their employees (a) wear appropriate safety equipment and clothing, (b) are familiar with all relevant emergency procedures should an accident occur, and (c) have access to a telephone and telephone numbers, to include emergency telephone numbers, for the NISE East facility where work is performed.

H-439 CONTRACT FUNDS STATUS REPORT (CFSR)

(a) The Contractor is required to submit an original and two copies of DD Form 1586, Contract Funds Status Report, to the contract administrator at the end of each quarter, the first report to be submitted sixty (60) days after date of contract. Upon receipt from the Contractor, the contract administrator will forward one (1)

copy each to the Procuring Contracting Officer and the Contracting Officer's Representative, incorporating any appropriate comments deemed necessary. The Contractor shall include, when applicable, comments under the "Remarks" section of the form on the following points:

(1) Based on most recent forecast of future expenditures, the amount of anticipated cost growth or under expenditures.

(2) Forecast of estimated completion date.

(3) Technical reasons for forecasted change in total estimated cost to complete contract, including such factors as changes in material and subcontract costs, wage and overhead rates.

(b) Copies of DD Form 1586 may be obtained from the contract administrator or may be reproduced by the Contractor locally.

H-440 EMPLOYMENT OF NAVY PERSONNEL RESTRICTED (89JUL)

In performing this contract, the contractor will not use as a consultant or employ (on either a full or part time basis) any active duty Navy personnel (civilian or military) without the prior approval of the contracting officer. Such approval may be given only in circumstances where it is clear that no laws and no DOD or Navy instructions, regulations, or policies might possibly be contravened and no appearance of a conflict of interest will result.

H-450 KEY PERSONNEL REQUIREMENTS (89JUL)

(a) Certain skilled experienced professional and/or technical personnel are essential for successful contractor accomplishment of the work to be performed under this contract. These are defined as "Key Personnel" and are those persons whose resumes were submitted for evaluation of the proposal.

The contractor agrees that such personnel shall not be removed from the contract work or replaced without compliance with paragraphs (b) and (c) hereof.

(b) If one or more of the key personnel, for whatever reason, becomes, or is expected to become, unavailable for work under the contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor shall immediately notify the contracting officer and shall, subject to the concurrence of the contracting officer or his/her authorized representative, promptly replace such personnel with personnel of at least substantially equal ability and qualifications.

(c) All requests for approval of substitutions hereunder must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. They must contain a complete resume for the proposed substitute, and any other information requested by the contracting officer or needed by him to approve or disapprove the proposed substitution. The contracting officer or his/her authorized representative will evaluate such requests and promptly notify the contracting officer of his approval or disapproval thereof in writing.

(d) If the contracting officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated or have otherwise become unavailable for the contract work is not reasonably forthcoming or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the delivery order, the contract may be terminated by the contracting officer for default or for the convenience of the Government, as appropriate, or, at the discretion of the contracting officer if he/she finds the contractor at fault for the condition, the contract price or fixed fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss or damage.

H-452 DELIVERY ORDER PROCEDURES

Each Delivery Order shall be placed in accordance with one of the following procedures:

If the Government estimate of the services covered by an order is \$50,000 or less, the order may be issued using the Government estimated cost, fee, and labor mix. The type of order must be included on the DD Form 1155. If the order is a completion type, the contractor shall notify the Ordering Officer within 3 working days of the date of the order or 3 working days after receipt of the order, whichever is more, of any disagreement with the terms of the order.

If the Government estimate of the services covered by an order is more than \$50,000, the Ordering Officer shall furnish the Contractor with a written statement of work and request for estimate. The request shall include:

- (1) The type of order anticipated,
- (2) a description of the specified work required,
- (3) the desired delivery schedule,
- (4) the place and manner of inspection and acceptance, and
- (5) any other pertinent information deemed necessary.

The contractor shall, within the time specified, provide the ordering officer with an estimate to perform the delivery order. The estimate shall include:

- (1) The required number of labor hours, by labor classification and contract or billing rates, whichever is applicable, for each end product or service,
- (2) overtime hours, by labor category, if required,
- (3) proposed completion or delivery dates,
- (4) direct material, travel subsistence, and similar costs, if applicable,
- (5) dollar amount and type of any proposed subcontract (for all subcontracts proposed over \$10,000 include the identity of the subcontractor, the extent of the work to be subcontracted, the reason for subcontracting, and the extent of competition in selection of the subcontractor), and
- (6) total estimated cost of performance.

Upon receipt of the estimate, the Ordering Officer shall review the estimates therein to ensure acceptability to the Government, enter into such discussions with the Contractor as may be necessary to correct and revise any discrepancies in the proposed Order Estimate, and affect whatever internal review processes are required.

Upon completion of the above process, the Ordering Officer may issue an executed Delivery Order. Only upon receipt of such executed order shall the contractor commence the effort required thereby. Should the Ordering Officer and the Contractor be unable to reach agreement as to the terms of the order prior to its issuance, the conflict shall be referred to the Contracting Officer, who shall issue such direction as is required by the circumstances.

Content and Effect

Each Delivery Order shall include:

- (1) Date of order,
- (2) contract/delivery order number,
- (3) scope, including references to applicable (contract) specifications,
- (4) the place and manner of inspection and acceptance,
- (5) any Government-furnished property, material, or facilities to be made available for performance of the order,
- (6) any other information deemed necessary to the performance of the order,
- (7) an estimate of the number of direct hours of labor required to perform the order, which may not be exceeded without prior authorization (NOT APPLICABLE TO COMPLETION TYPE ORDERS),
- (8) an estimated cost of performance, which may not be exceeded without prior authorization,
- (9) a delivery date or period of performance, and
- (10) accounting and appropriation data.

The Contractor shall advise the ordering officer if any apparent difficulties of performance according to the terms of the order are anticipated or at any time that difficulties in performance arise. Each delivery order shall be deemed to include the Limitation of Funds or Limitation of Cost clause, whichever is applicable, and such clause shall be applicable to each delivery order individually.

Maintenance of Records

The Contractor shall maintain the following cost records under this contract as a minimum:

- (1) records for each Delivery Order, indicating the number of hours of direct labor performed, segregated to the individual employee performing the work,
- (2) records for each individual employee identifying direct labor performed and segregated as to Delivery Order for which performed, and
- (3) records of all direct nonlabor costs, allocated to individual Delivery Order.

Nothing herein shall be deemed to excuse the contractor from maintaining records required by other provisions of this contract.

H-453 CONTRACT DATA REQUIREMENTS - DELIVERY ORDERS

The data items shown on the DD 1423, Contract Data Requirements List, or included in the Statement of Work are either known data requirements or a general description of the data to be clarified or restated on each delivery order.

H-471 FEE, COST PLUS FIXED FEE INDEFINITE QUANTITY TYPE CONTRACTS (OCT 1995) (NAVSUP)

The percentage of the fee applicable to orders will be the same as the percentage of the fee established in the basic contract.

H-643 TIMEKEEPING RECORDS , SUBMITTAL OF (JUL 1989)

For review and approval/disapproval, the contractor will periodically (as required) submit the signed timekeeping records of workers on the job to the person(s) or office (s) designated in the contract clause herein entitled "Surveillance of Services and Time Records."

H-648001 TRAVEL REIMBURSEMENT, COST CONTRACTS (92 MAR) - ALTERNATE I

Any travel necessary under the terms of the contract must be specifically identified by the contractor in a written quotation to the Ordering Officer prior to incurring any travel costs. The Contractor shall, as a minimum, provide the following information:

- a. Contract number and order number;
- b. Date, time, and place of proposed travel;
- c. Purpose of travel and how it relates to the contract;
- d. Contractor's estimated cost of travel;
- e. Name(s) of individual(s) travelling; and
- f. A breakdown of estimated transportation and per diem charges.

TRAVEL UNDER THIS CONTRACT IS ONLY AUTHORIZED IN THE DELIVERY/TASK ORDERS ISSUED BY THE ORDERING OFFICER OR A MODIFICATION THERETO.

Costs for travel, subsistence and lodging shall be reimbursed the Contractor only to the extent that overnight stay is necessary and authorized for performance of the services under this contract. Reimbursement for the costs of subsistence and lodging shall be considered to be a reasonable and allowable daily charge as compared to the maximum rates set forth in the---

a. Federal Travel Regulations prescribed by the General Services Administration for travel in the contiguous 48 United States;

b. Joint Travel Regulations Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and territories and possessions of the United States;

c. Standardized Regulations, (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances in Foreign Areas" prescribed by the Department of State, for travel in areas not covered in (a) and (b).

The application of the rates described above would not constitute a reasonable daily charge (1) when no lodging costs are incurred; (2) more than one person/employee uses the same room for lodging; and/or (3) on partial travel days (e.g., day of departure and return). Appropriate downward adjustments from the maximum per diem rates would be required under these circumstances.

When authorized, per diem shall be paid by the Contractor to his employees at a rate not to exceed the rate specified in each delivery order. The authorized per diem rate shall be the same as the prevailing locality per diem rate. Fractional parts of a day shall be payable on a prorated basis for purposes of billing for per diem charges attributed to subsistence on days of travel. Fractional billing shall be on a 1/4, 1/2, and 3/4 basis.

Reimbursement to the Contractor for per diem shall be limited to payments to employees for authorized per diem, as described above, not to exceed the authorized per diem. The Contractor shall retain supporting documentation for per diem paid to employees as evidence of actual payment, as required by the "Allowable Cost and Payment" clause of the contract.

The Contractor shall not be paid for travel for Contractor personnel who reside in the metropolitan area in which the services are being performed. Travel shall not be paid for services performed at the Contractor's home facility or at any location within a 50 mile driving radius of the Contractor's home facility.

Travel costs/personnel transportation other than described in the above paragraph, shall be allowed only to the extent that such transportation is necessary for the performance of services under the contract as authorized (in writing) by the Ordering Officer.

The Contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission and in accordance with good traffic management principles. When it is necessary to use air or rail travel, the Contractor agrees to use coach, tourist class or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed. Documentation must be provided to substantiate non-availability of coach or tourist if business or first class is proposed to accomplish travel requirements.

H-711 PURCHASE OF ENERGY EFFICIENT COMPUTER EQUIPMENT

WHEREAS, the Federal Government should set an example in the energy efficient operation of its facilities and the procurement of pollution preventing technologies;

WHEREAS, the Federal Government should minimize its operating costs, make better use of taxpayer-provided dollars, and reduce the Federal deficit; and

WHEREAS, the Federal Government is the largest purchaser of computer equipment in the world and therefore has the capacity to greatly accelerate the movement toward energy efficient computer equipment;

NOW, THEREFORE, by the authority vested in me as President by the Constitution and the laws of the United States of America, including section 381 of the Energy Policy and Conservation Act, as amended (42 U.S.C. 6361) section 205 of the Federal Property and Administrative Services Act, as amended (40 U.S.C. 486), section 152 of the Energy Policy Act of 1992 (Public Law 102-486), and section 301 of title 3, United States Code, and to ensure the energy efficient operation of the Federal Government's facilities and to encourage the procurement of pollution preventing technologies that will save taxpayer money, reduce the Federal deficit, and accelerate the movement to energy efficient designs in standard computer equipment, it is hereby ordered as follows:

Section 1. Procurement of Computer Equipment that Meets EPA Energy Star Requirements for Energy Efficiency.

(a) The heads of Federal agencies shall ensure that, within 180 days from the date of this order, all acquisitions of microcomputers, including personal computers, monitors, and printers, meet "EPA Energy Star" requirements for energy efficiency. The heads of Federal agencies may grant, on a case-by-case basis, exemptions to this directive for acquisitions, based upon the commercial availability of qualifying equipment, significant cost differential of the equipment, the agency's performance requirements, and the agency's mission.

(b) Within 180 days from the date of this order, agencies shall specify that microcomputers, including personal computers, monitors, and printers, acquired by the agency shall be equipped with the energy efficient low power standby feature as defined by the EPA Energy Star computers program. This feature shall be activated when the equipment is shipped and shall be capable of entering and recovering from the low-power state unless the equipment meets Energy Star efficiency levels at all times. To the extent permitted by law, agencies shall include this specification in all existing and future contracts, if both the Government and the contractor agree, and if any additional costs would be offset by the potential energy savings.

(c) Agencies shall ensure that Federal users are made aware of the significant economic and environmental benefits of the energy efficient low-power standby feature and its aggressive use by including this information in routine computer training classes.

(d) Each agency shall report annually to the General Services Administration on acquisitions exempted from the requirements of this Executive order, and the General Services Administration shall prepare a consolidated annual report for the President.

H-1000 UNUSUAL SITE CONDITIONS

1. In instances where actual site conditions exist that are different than those described in the contract drawings and/or specifications, the contractor shall immediately provide written notification to the Contracting Officer (or designated representatives), describing, as a minimum, the following:

- (a) the existing condition in sufficient detail to facilitate evaluation by the Government;
- (b) the impact to on-going installation work in terms of cost and time, in sufficient detail to facilitate evaluation;
- (c) a description of the actions necessary to remedy and/or alleviate the existing condition, including any additional costs which may be incurred, so that work may proceed as directed in the contract.

2. The contractor shall make every effort to continue work at the job site while the Government evaluates the contractor's report of the existing conditions and recommended actions.

3. Any equitable adjustment made pursuant to this paragraph shall be subject to the "Changes" clause of this contract. (See clause L-137 and L137(a).)

H-1001 TOOLS, TEST EQUIPMENT, AND WORK AIDS

The contractor shall be responsible for providing, at the site of any task performed under this contract, all tools, test equipment, and other work aids normally expected to be utilized and maintained by a firm performing typical PECSS installations. In those situations where the nature of the task or the peculiarity of the item or equipment being services is such that special tools or special test equipment is reasonably required for the proper and efficient performance of the task, the Government will provide for such special items by inclusion on the applicable delivery order as either an item of GFE or by authorization as a material purchase to be delivered as part of the tasks. Where major equipments are required, rental may be authorized as specified in the delivery order.

Each Electronic Technician (I, II, and III) will have a tool kit consisting of, at a minimum, the following:

Needle Nose Pliers	Claw Hammer
Diagonal Cutters	Hacksaw
Channel Locks	Hex Key Set
Lineman's Pliers	Multimeter
Crimping Tool, (positive action to match terminal lugs)	Pipe Wrenches
Screwdriver, Flat Blade, Various Sizes	Cable Cutters
Screwdriver, Phillips, Various Sizes	Cable Strippers
Combination Wrench Set (SAE and metric)	Lineman's Phone
Adjustable Wrench	Vice Grips
Socket Set, 3/8" drive (SAE and metric)	Flash Light

Wire Strippers
Soldering Iron
Tape Measures (25 foot and 100 foot)
Utility Knife
Slip Joint Pliers
Heat Shrink
Cable marking and labeling materials

Hammer, #2 Ball Pein
Round File Set
Flat File Set
Nut Driver Set
Punch and Chisel Set
Putty Knife (3 size set)

Each on-site installation team shall have sufficient quantities readily available of the following items:

Extension Cords
Drop Lights
Tap and Die Set
Center Punch
Ream Set
Masonry drills
Weco Punch
Meggar
O.T.D.R. (Fiber Optics)
T.D.R.
D. C. Oscilloscopes
Telephone Toner
Notebook Computer, Pentium
Solder sucker Tape and tool
Ladders (step and extension)
Rakes
Post Hole Digger
Grinder
Core Bore
Reciprocal Saw
Pipe Vise
Ratchet Pipe Threading Set
Shovel

Electric Drills, 1/4"
3/8", 1/2"
Drill Index for
Electric Drills
Drill bit sharpener
Hole Saw Set
Heat gun and accessories
Cable fault locator
Chain Wrench
Conduit bending equipment
(Hand and hydraulic)
Chassis knock-out set (Hydraulic)
Pipe Cutter
Pipe Dies (various sizes)
Saw Zaw
Sledge Hammer
Roto Hammer
Carbide Drill bit Set
Core Bore bits (various sizes)
"C" Clamps
Marking Tools and Pens
Vacuum Cleaner
Rake

Safety Glasses
Hard Hats
Face Shield
First Aid Kit

Safety shoes (steel toed)
Gloves
Ear Protection

Unless specifically specified in an individual delivery order, the items in the above lists except consumables (i.e., drill bits, hacksaw blades, etc.), will be provided by the contractor and its employees at no cost to the Government.

H-1002 CERTIFICATE OF INSURANCE REQUIRED (COST TYPE CONTRACTS)

In accordance with the clause entitled “Insurance - Liability to Third Persons” (APR 1984) (FAR 52.228-7), the contractor shall furnish to the Contracting Officer a certificate or written statement of insurance prior to commencement of work under the contract. The contract number shall be cited on the certificate of insurance.

H-1003 WAGE DETERMINATION APPLICABLE, SERVICE CONTRACT ACT

An attachment hereto sets forth the applicable Service Contract Act Wage Determination by the Secretary of Labor that will be used for evaluation purposes only of the cost proposal submitted by each offeror for Request for Proposal N65236-97-R-0321. This Wage Determination is identified and provided under Attachment 03, Wage Determination No. 94-2473, Rev. 8, Dated 18 March 1997.

However, the Wage Determination applicable for performance of services hereunder will be as applied under each individual delivery order.

H-1004 PROFESSIONAL CATEGORIES

The Government considers the following labor categories professional:

GOVERNMENT LABOR CATEGORY

PROGRAM MANAGER
SYSTEMS ENGINEER
SR. SYS. INTEGRATION ENGR.
SR. DESIGN ENGR., ELEC./ELEX.
SR. DESIGN ENGR., MECH.
JR. DESIGN ENGR., ELEC./ELEX.
SR. COMP. SEC. SYS. ANALYST
JR. COMP. SE C. SYS. ANALYST
LOGISTICS ANALYST
SR. COMP. SYSTEMS ANALYST
ENGR. TECHNOLOGIST

H1005 FACILITY REQUIREMENTS

Successful Offeror must have a facility within a fifteen (15) mile radius of NISE East, Charleston, SC, with sufficient resident professional staff to provide quick and efficient reaction capability. Offerors having this facility within a fifteen (15) mile radius within 100 days after contract award will be considered having met this requirement.

The Contractor shall maintain, or have available, personnel and facilities to generate and/or reproduce technical documentation in accordance with the Statement of Work (SOW) requirements. The Contractor shall additionally maintain facilities to support classified material in accordance with DD Form 254 attached hereto.

These requirements shall NOT be construed to mean that the Government will be obligated to pay costs in connection with contractor establishment of, or maintenance of, adequate facilities for successful compliance with and performance of this contract. Further, the contractor shall not be entitled to any payment in connection with personnel kept in expectation of, future insurance of Task Order(s).

SECTION H REFERENCE CLAUSES SPECIAL CONTRACT REQUIREMENTS

1. NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

PARAGRAPH	CLAUSE TITLE & DATE
252.234-7001	Cost/Schedule Control Systems (DEC 1991)
252.239-7003	Facilities and Services to be Furnished -- Common Carriers (DEC 1991)
252.242-7000	Post Award Conference (DEC 1991)
201-39.5202-6	Warranty Exclusion and Limitation of Damages (OCT 90 FIRMR)

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**PART II
SECTION I
CONTRACT CLAUSES**

**I-38 FAR 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS
FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)**

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S. C. 423) (the Act), as amended by section 4304 of the 1996 (Pub. L. 104-106), the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for any offense where the conduct constitutes a violation of subsection 27 (a) or (b) of the Act for the purpose of either --

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27 (e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

**I-44 FAR 52.204-4 PRINTING/COPYING DOUBLE-SIDED ON RECYCLED
PAPER (JUN 1996)**

(a) In accordance with Executive Order 12873, dated October 20, 1993, as amended by Executive Order 12995, dated March 25, 1996, the Offeror/Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed/copied double-sided on recycled paper that has at least 20% postconsumer material.

(b) The 20 percent standard applies to high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white woven envelopes, and other uncoated printed and writing paper, such as writing and office paper, book paper, cotton fiber paper, and cover stock. An alternative to meeting the 20 percent postconsumer material standard is 50 percent recovered material content of certain industrial by-products.

I-118 FAR 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 30 December 1997 or date of award, whichever is later, **through a period of one year thereafter.**

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I-119 FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$1,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor--

(1) Any order for a single item in excess of \$3,000,000.00;

(2) Any order for a combination of items in excess of \$15,000,000.00, or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 7 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I-122 FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 180 days after expiration of the contract.

I-129 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 1989)

(a) The Government may extend the term of this contract by written notice to the contractor within thirty (30) days prior to expiration, provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years, unless clause 52.217-8 entitled "Option to Extend Services" is activated.

REST OF PAGE INTENTIONALLY LEFT BLANK

I-141 FAR 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed **As stated in delivery order,* or the overtime premium is paid for work--.

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall----

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

REST OF PAGE INTENTIONALLY LEFT BLANK

I-142 FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In Compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5342 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY, IT IS NOT A WAGE DETERMINATION.

Employee Class		Monetary Wage - Fringe Benefits
Computer Systems Analyst III	SCA 03103	\$22.26
Computer Systems Analyst II	SCA 03102	\$18.57
Computer Programmer III	SCA 03073	\$15.35
Word Processor II	SCA 01612	\$ 9.05
Drafter IV	SCA 29064	\$12.55
Drafter III	SCA 29063	\$10.13
Engineering Technician VI	SCA 29086	\$18.57
Electronics Technician, Maintenance III	SCA 23183	\$14.43
Electronics Technician, Maintenance II	SCA 23182	\$13.77
Electrician, Maintenance	SCA 23160	\$14.43
Instrument Mechanic	SCA 23460	\$14.43
Heavy Equipment Operator	SCA31200	\$14.43
Welder, Combination, Maintenance	SCA 23960	\$14.43
Maintenance Trades Helper	SCA 23580	\$11.17

I-145 FAR 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (NOV 1991)

(a) "Hazardous Material", as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert "None")	Identification No.
_____	_____
_____	_____
_____	_____
_____	_____

(c) The apparently successful offeror, by acceptance of the contract, certifies that the list in paragraph (b) of this clause is complete. This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause or the certification submitted under paragraph (c) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to --

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

I-147 FAR 52.227-3 PATENT INDEMNITY (APR 1984)

(a) The Contractor shall indemnify the Government and its officers, agents, and employees against liability, including costs, for infringement of any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. 181) arising out of the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property (hereinafter referred to as "construction work") under this contract, or out of the use or disposal by or for the account of the Government of such supplies or construction work.

(b) This indemnity shall not apply unless the Contractor shall have been informed as soon as practicable by the Government of the suit or action alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in its defense. Further, this indemnity shall not apply to (1) an infringement resulting from compliance with specific written instructions of the Contracting Officer directing a change in the supplies to be delivered or in the materials or equipment to be used, or directing a manner of performance of the contract not normally used by the Contractor, (2) an infringement resulting from addition to or change in supplies or components furnished or construction work performed that was made subsequent to delivery or performance, or (3) a claimed infringement that is unreasonably settled without the consent of the Contractor, unless required by final decree of a court of competent jurisdiction.

I-158 FAR 52.229-8 TAXES--FOREIGN COST-REIMBURSEMENT CONTRACTS (MAR 1990)

(a) Any tax or duty from which the United States Government is exempt by agreement with the Government of ***a foreign country**, or from which the Contractor or any subcontractor under this contract is exempt under the laws of ***that country**, shall not constitute an allowable cost under this contract.

(b) If the Contractor or subcontractor under this contract obtains a foreign tax credit that reduces its Federal income tax liability under the United States Internal Revenue Code (Title 26, U.S. Code) because of the payment of any tax or duty that was reimbursed under this contract, the amount of the reduction shall be paid or credited at the time of such offset to the Government of the United States as the Contracting Officer directs.

I-162 FAR 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond **30 September of each year within the contract period**. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond **30 September of each year within the contract period**, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

I-165010 FAR 52.242-4 CERTIFICATION OF INDIRECT COSTS (OCT 1995)

(a) The Contractor shall--

(1) Certify any proposal to establish or modify billing rates or to establish final indirect cost rates;

(2) Use the format in paragraph (c) of this clause to certify; and

(3) Have the certificate signed by an individual of the Contractor's organization at a level no lower than a vice president or chief financial officer of the business segment of the Contractor that submits the proposal.

(b) Failure by the Contractor to submit a signed certificate, as described in this clause, shall result in payment of indirect costs at rates unilaterally established by the Government.

(c) The certificate of indirect costs shall read as follows:

CERTIFICATE OF INDIRECT COSTS

This is to certify that to the best of my knowledge and belief:

1. I have reviewed this indirect cost proposal;

2. All costs included in this proposal (*identify proposal and date*) to establish billing or final indirect cost rates for (*identify period covered by rate*) are allowable in accordance with the requirements of contracts to which they apply and with the cost principles of the Federal Acquisition Regulation (FAR) and its supplements applicable to those contracts;

3. This proposal does not include any costs which are unallowable under applicable cost principles of the FAR or its supplements, including, but not limited to: advertising and public relations costs, contributions and donations, entertainment costs, fines and penalties, lobbying costs, defense of fraud proceedings, and goodwill; and

4. All costs included in this proposal are properly allocable to Government contracts on the basis of a beneficial or causal relationship between the expenses incurred and the contracts to which they are allocated in accordance with applicable acquisition regulations.

I declare under penalty of perjury that the foregoing is true and correct.

Firm: _____

Signature: _____

Name of Certifying Official: _____

Title: _____

Date of Execution: _____

**I-165015 FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND
COMMERCIAL COMPONENTS (OCT 1995)**

(a) Definition.

"Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
 - (2) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 4212(a));
 - (3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793); and
 - (4) 52.247-64, Preference for Privately-Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241)
- (flowdown not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I-182 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

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**I-219 DFARS 252.219-7005 INCENTIVE FOR SUBCONTRACTING WITH SMALL BUSINESSES,
SMALL DISADVANTAGED BUSINESSES, HISTORICALLY BLACK
COLLEGES AND UNIVERSITIES, AND MINORITY INSTITUTIONS
(NOV 1995)**

(a) If the Contractor exceeds the small disadvantaged business, historically black college and university, minority institution goal of its subcontracting plan, at completion of contract performance, the Contractor will receive one (1) percent of the excess.

(b) The Contractor will not receive this incentive if the Contracting Officer determines that exceeding the goal was not due to the Contractor's efforts (e.g., a subcontractor cost overrun or award of subcontracts planned but are not disclosed in the subcontracting plan). Determinations made under this paragraph are not subject to the Disputes clause.

(c) If this is a cost contract, the limitations in FAR Subpart 15.9 may not be exceeded.

(d) This clause does not apply if the subcontracting plan is a plant, division, or company-wide commercial items plan.

**I-221 DFARS 252.222-7000 RESTRICTIONS ON EMPLOYMENT OF PERSONNEL
(DEC 1991)**

(a) The Contractor shall employ, for the purposes of performing that portion of the contract work in the State of Alaska and in the State of Hawaii, individuals who are resident of the state, and who, in the case of any craft or trade, possess or would be able to acquire promptly the necessary skills to perform the contract.

(b) The Contractor agrees to insert the substance of this clause, including this paragraph (b), in each subcontract.

REST OF PAGE INTENTIONALLY LEFT BLANK

I-225 DFARS 252.225-7008 SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY (DEC 1991)

In accordance with paragraph (a) of the Duty-Free Entry clause and/or paragraph (b) of the Duty-Free Entry--Qualifying Country End Products and Supplies, the following supplies are accorded duty-free entry:

I-241 DFARS 252.237-7019 IDENTIFICATION OF UNCOMPENSATED OVERTIME (APR 1992)

(a) Definitions.

As used in this provision--

(1) "Uncompensated overtime" means the hours worked in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act (FLSA), without additional compensation. Compensated personal absences, such as holidays, vacations, and sick leave, shall be included in the normal work week for purposes of computing uncompensated overtime hours.

(2) "Uncompensated overtime rate" is the rate which results from multiplying the hourly rate for a 40 hour work week by 40, and then dividing by the proposed hours per week. For example, 45 hours proposed on a 40 hour work week basis at \$20.00 would be converted to an uncompensated overtime rate of \$17.78 per hour. $(\$20 \times 40) \text{ divided by } 45 = \17.78 .

(b) For any hours proposed against which an uncompensated overtime rate is applied, the Offeror shall identify in its proposal the hours in excess of an average of 40 hours per week, at the same level of detail as compensated hours, and the uncompensated overtime rate per hour, whether at the prime or subcontract level. This includes uncompensated overtime hours that are in indirect cost pools for personnel whose regular hours are normally charged direct.

(c) The Offeror's accounting practices used to estimate uncompensated overtime must be consistent with its cost accounting practices used to accumulate and report uncompensated overtime hours.

(d) Proposals which include unrealistically low labor rates, or which do not otherwise demonstrate cost realism, will be considered in a risk assessment and evaluated for award in accordance with that assessment.

(e) The Offeror shall include a copy of its policy addressing uncompensated overtime with its proposal.

(f) It is requested that your proposal indicate the annual salary and base rate for each labor category. The base rate should reflect all hours (i.e. annual salary divided by the straight time hours indicated in Section B, plus any uncompensated overtime hours).

**I-300 NAPS 5252.210-9000 NOTICE TO OFFERORS-USE OF OZONE DEPLETING SUBSTANCES
(AUG 1993)**

(a) In accordance with Section 326 of Pub. L. 102-484, the Department of Defense is prohibited from awarding any contract which includes a DoD-directed specification or standard that requires the use of a Class I ozone-depleting substance (ODS) or that can be met only through the use of such a substance unless such use has been approved by a senior acquisition official (SAO). The SAO approval is based on a technical certification that no suitable substitute for the ODS is currently available.

(b) To comply with this statute, the Navy has screened the specifications and standards associated with this solicitation. To the extent that ODS requirements were revealed by this review they are identified below.

<u>Class I ODS Identified</u>	<u>Specification/Standard</u>
[As specified in each delivery order]	

(c) If offerors possess knowledge about any other Class I ODS required directly or indirectly by the specification or standards, the Navy would appreciate such information in your response to this solicitation. Offerors are under no obligation to comply with this request and no compensation can be provided for doing so.

I-310 SUP 5252.216-9400 UNILATERAL UNPRICED ORDER (OCT 1995)

(a) When the government determines, in circumstances of emergency or exigency, that the need for specific supplies or services is unusually urgent, the Ordering Officer may issue a unilateral unpriced order requiring the Contractor to provide the supplies or services specified.

(b) The unilateral unpriced order shall specify the estimated cost and fee and the desired delivery schedule for the work being ordered. The Government's desired delivery shall apply unless the Ordering Officer receives written notification from the Contractor within fifteen (15) days after receipt of the order that the proposed delivery schedule is not acceptable. Such notification shall submit its cost proposal within thirty (30) days after receipt of the order. The Government has no obligation to pay for the supplies or services ordered until the actual price and delivery schedule have been negotiated. In no event shall the costs incurred exceed the estimated cost of the order before the proposal is submitted.

(c) The Contractor shall include in its proposal a statement of costs incurred and an estimate of costs expected to complete the work. Data supporting the accuracy and reliability of the cost estimate should also be included. After submission of the Contractor's cost proposal and supporting data, the Contractor and the Ordering Officer shall negotiate a bilateral modification to the original order finalizing the price and delivery schedule, which will be specified in a bilateral modification to the original order.

(d) Should the Ordering Officer and the Contractor be unable to reach an agreement as to the terms of the order, the conflict shall be referred to the Contracting Officer who shall issue such direction as is required by the circumstances. If a bilateral agreement is not negotiated within sixty (60) days after submission of the Contractor's cost proposal, the Contracting Officer will issue a modification to the unilateral unpriced order which establishes the Government's total estimated cost for the order. This estimate will remain in effect until a final price is established in a bilateral modification to the order.

(e) Failure to arrive at an agreement shall be considered a dispute in accordance with the Disputes clause.

PART II SECTION I CONTRACT CLAUSES

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

<u>PARAGRAPH</u>	<u>CLAUSE TITLE & DATE</u>
52.202-1	Definitions (OCT 1995)
52.203-3	Gratuities (APR 1984)
52.203-5	Covenant Against Contingent Fees (APR 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government (JUL 1995)
52.203-7	Anti-Kickback Procedures (JUL 1995)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (SEP 1990)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (JAN 1990)
52.204-2	Security Requirements (AUG 1996)
52.207-3	Right of First Refusal of Employment (NOV 1991)
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (AUG 1995)
52.211-5	New Material (MAY 1995)
52.211-7	Other than New Material, Residual Inventory, and Former Government Surplus Property (MAY 1995)
52.211-15	Defense Priority and Allocation Requirements (SEP 1990)
52.215-2	Audit and Records--Negotiation (AUG 1996)
52.215-22	Price Reduction for Defective Cost or Pricing Data (OCT 1995)
52.215-24	Subcontractor Cost or Pricing Data (OCT 1995)
52.215-26	Integrity of Unit Price
52.215-27	Termination of Defined Benefit Pension Plans (MAR 1996)
52.215-33	Order of Precedence (JAN 1986)
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52.216-8	Fixed Fee (APR 1984)
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52.219-1	Small Business Program Representation (DEC 1996)
52.219-8	Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns (OCT 1995)
52.219-9	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (AUG 1996)
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52.219-14 Limitations on Subcontracting (DEC 1996)
 52.219-16 Liquidated Damages--Subcontracting Plan (OCT 1995)
 52.222-1 Notice to the Government of Labor Disputes (FEB 1997)
 52.222-3 Convict Labor (AUG 1996)
 52.222-4 Contract Work Hours and Safety Standards Act--Overtime Compensation (JUL 1995)
 52.222-26 Equal Opportunity (APR 1984)
 52.222-26 Equal Opportunity (APR 1984) - ALTERNATE I (APR 1984)
 52.222-28 Equal Opportunity Preaward Clearance of Subcontracts (APR 1984)
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 52.222-35 Affirmative Action for Special Disabled and Vietnam Era Veterans (APR 1984)
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 52.222-37 Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (JAN 1988)
 52.222-41 Service Contract Act of 1965, as Amended (MAY 1989)
 52.222-43 Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (MAY 1989)
 52.223-2 Clean Air and Water (APR 1984)
 52.223-3 Hazardous Material Identification and Material Safety Data (NOV 1991)
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 52.224-1 Privacy Act Notification (APR 1984)
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 52.225-3 Buy American Act - Supplies (JAN 1994)
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 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996)
 52.227-10 Filing of Patent Applications--Classified Subject Matter (APR 1984)
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 52.229-3 Federal, State, and Local Taxes (JAN 1991)
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 52.232-17 Interest (JUN 1996)
 52.232-18 Availability of Funds (APR 1984)
 52.232-22 Limitation of Funds (APR 1984)
 52.232-23 Assignment of Claims (JAN 1986)
 52.232-23 Assignment of Claims (JAN 1986) - ALTERNATE I (APR 1984)
 52.232-25 Prompt Payment (MAR 1994)
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 52.233-1 Disputes (OCT 1995)
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 52.233-3 Protest after Award (AUG 1996)
 52.233-3 Protest after Award (AUG 1996) - ALTERNATE I (JUN 1985)
 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (APR 1984)
 52.239-1 Privacy or Security Safeguards
 52.242-1 Notice of Intent to Disallow Costs (APR 1984)
 52.242-2 Production Progress Reports (APR 1991)
 52.242-13 Bankruptcy (JUL 1995)
 52.243-2 Changes--Cost-Reimbursement (AUG 1987)

52.243-2 Changes--Cost-Reimbursement (AUG 1987) - ALTERNATE II (APR 1984)
52.244-2 Subcontracts (Cost-Reimbursement and Letter Contracts) (MAR 1996)
52.244-2 Subcontracts (Cost-Reimbursement and Letter Contracts) (MAR 1996) - ALTERNATE I (AUG 1996)
52.244-5 Competition in Subcontracting (JAN 1996)
52.245-5 Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) (JAN 1986)
52.246-25 Limitation of Liability--Services (APR 1984)
52.248-1 Value Engineering (MAR 1989)
52.249-6 Termination (Cost-Reimbursement) (SEP 1996)
52.249-14 Excusable Delays (APR 1984)
52.250-1 Indemnification Under Public Law 85-804 (APR 1984)
52.250-1 Indemnification Under Public Law 85-804 (APR 1984) - ALTERNATE I (APR 1984)
52.251-1 Government Supply Sources (APR 1984)
52.253-1 Computer Generated Forms (JAN 1991)

II. DEFENSE FAR SUPPLEMENT CONTRACT CLAUSES

PARAGRAPH CLAUSE TITLE & DATE

252.201-7000 Contracting Officer's Representative (DEC 1991)
252.203-7000 Statutory Prohibition on Compensation to Former Department of Defense Employees (NOV 1995)
252.203-7001 Special Prohibition on Employment (NOV 1995)
252.204-7003 Control of Government Personnel Work Product (APR 1992)
252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991)
252.209-7000 Acquisition from Subcontractors Subject to On-Site Inspection Under the Intermediate-Range Nuclear Forces (INF) Treaty (NOV 1995)
252.215-7000 Pricing Adjustments (DEC 1991)
252.215-7002 Cost Estimating System Requirements (DEC 1991)
252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (NOV 1995)
252.223-7004 Drug-Free Work Force (SEP 1988)
252.223-7005 Hazardous Waste Liability (OCT 1992)
252.223-7006 Prohibition on Storage and Disposal of Toxic and Hazardous Materials (APR 1993)
252.225-7001 Buy American Act and Balance of Payments Program (JAN 1994)
252.225-7002 Qualifying Country Sources as Subcontractors (DEC 1991)
252.225-7009 Duty-Free Entry--Qualifying Country End Products and Supplies (DEC 1991)
252.225-7010 Duty-Free Entry - Additional Provisions (DEC 1991)
252.225-7012 Preference for Certain Domestic Commodities (NOV 1995)
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252.225-7016 Restriction on Acquisition of Antifriction Bearings (NOV 1995)
252.225-7017 Preference for United States and Canadian Valves and Machine Tools (APR 1995)
252.225-7025 Foreign Source Restrictions (APR 1993)
252.225-7026 Reporting of Contract Performance Outside the United States (MAY 1995)
252.225-7030 Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate (OCT 1992)
252.225-7031 Secondary Arab Boycott of Israel (JUN 1992)
252.225-7032 Waiver of United Kingdom Levies (OCT 1992)
252.227-7013 Rights in Technical Data--Noncommercial Items (NOV 1995)
252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (JUN 1995)
252.227-7015 Technical Data--Commercial Items (NOV 1995)
252.227-7017 Identification and Assertion of Use, Release, or Disclosure Restrictions (JUN 1995)
252.227-7018 Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program (JUN 1995)

252.227-7019 Validation of Asserted Restrictions--Computer Software (JUN 1995)
252.227-7030 Technical Data--Withholding of Payment (OCT 1988)
252.227-7036 Certification of Technical Data Conformity (MAY 1987)
252.227-7037 Validation of Restrictive Markings on Technical Data (NOV 1995)
252.231-7000 Supplemental Cost Principles (DEC 1991)
252.232-7006 Reduction or Suspension of Contract Payments Upon Finding of Fraud (AUG 1992)
252.233-7000 Certification of Claims and Requests for Adjustment or Relief (MAY 1994)
252.235-7003 Frequency Authorization (DEC 1991)
252.242-7002 Submission of Commercial Freight Bills for Audit (DEC 1991)
252.242-7004 Material Management and Accounting System (DEC 1991)
252.242-7005 Cost/Schedule Status Report (DEC 1991)
252.243-7000 Engineering Change Proposals (MAY 1994)
252.243-7000 Engineering Change Proposals (MAY 1994) - ALTERNATE I (MAY 1994)
252.246-7001 Warranty of Data (DEC 1991)
252.249-7001 Notification of Substantial Impact on Employment (DEC 1991)
252.251-7000 Ordering From Government Supply Sources (MAY 1995)

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PART III
SECTION J
LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

J-1 LIST OF ATTACHMENTS/EXHIBITS

- | | | |
|-----|---------------|--|
| [X] | Attachment 01 | SOW/Specification title Engineering Services for Physical, Electronic, and Computer Sensor System Programs dated 17 March 1997. (Total of 22 Pages: Cover; Table of Contents 2 pages; SOW 19 pages.) |
| [X] | Attachment 02 | Sample Resume - 2 Pages |
| [X] | Attachment 03 | Wage Determination NO. 94-2473 Rev. 8, dated 18 March 1997 - 7 Pages |
| [X] | Attachment 04 | DD Form 254 - 2 Pages |
| [X] | Attachment 05 | Contractor Performance Data Form for Small, Small Disadvantaged and Women-Owned Small Business Participation Evaluation - 2 Pages |
| [X] | Attachment 06 | Experience/Past Performance Matrix - 2 Pages |
| [X] | Attachment 07 | Contractor Performance Data Sheet - 6 Pages |
| [X] | Exhibit A | DD Form 1423 dated 07 April 1997 - 5 Pages |
| [X] | Exhibit B | DD Form 1423 dated 05 May 1997 - 13 Pages
PLUS DATA ITEM B006 HAS CONTINUATION PAGES 2 - 12 ATTACHED. |

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PART IV
SECTION K
REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR
QUOTERS

K-43 FAR 52.204-3 TAXPAYER IDENTIFICATION (MAR 1994)

(a) Definitions.

"Common parent," as used in this solicitation provision, means that a corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in 4.902(a), the failure or refusal by the offeror to furnish the information may result in a 20 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN).

- ☐ TIN: _____
- ☐ TIN has been applied for.
- ☐ TIN is not required because:
- ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Other. State basis. _____

(d) Corporate Status.

- ☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;
- ☐ Other corporate entity;
- ☐ Not a corporate entity;
- ☐ Sole proprietorship
- ☐ Partnership
- ☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

- ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.
☐ Name and TIN of common parent:

Name _____
TIN _____

K-45 FAR 52.204-5 WOMEN-OWNED BUSINESS (OCT 1995)

(a) *Representation.* The offeror represents that it ☐ is, ☐ is not a women-owned business concern.

(b) *Definition.* "Women-owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

**K-95 FAR 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY
MATTERS (MAR 1996)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declare ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and,

persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K-115 FAR 52.215-6 TYPE OF BUSINESS ORGANIZATION (JUL 1987)

The offeror or quoter, by *checking the applicable box*, represents that--

(a) It operates as a [] corporation incorporated under the laws of the State of _____, [] an individual, [] a partnership, [] a nonprofit organization, or [] a joint venture.

(b) If the offeror or quoter is a foreign entity, it operates as an individual, [] a partnership, [] a nonprofit organization, or [] a joint venture, or a corporation, registered for business in [country].

K-118 FAR 52.215-11 AUTHORIZED NEGOTIATORS (APR 1984)

The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations: *[Offeror list names, titles, and telephone numbers of the authorized negotiators in the space provided below:]*

<u>NAME</u>	<u>TITLE</u>	<u>TELEPHONE #</u>
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K-120 FAR 52.215-20 PLACE OF PERFORMANCE (APR 1984)

(a) The offeror or quoter, in the performance of any contract resulting from this solicitation, [] intends, [] does not intend (*Offeror check as applicable*) to use one or more plants or facilities located at a different address from the address of the offeror or quoter as indicated in this proposal or quotation.

(b) If the offeror or quoter checks "intends" in paragraph (a) above, it shall insert in the spaces provided below the required information:

Place of Performance
(Street or Address, City,
County, State, Zip Code)

Name and Address of Owner
and Operator of the Plant
Facility of Other than Offeror or Quoter

(Offeror fill in information in space provided below)

K-130 FAR 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 1995)

- (a)(1) The standard industrial classification (SIC) code for this acquisition is **8711**.
(2) The small business size standard is \$2.5 Million.
(3) The small business size standard for a concern which submits an offer in its own name, other than on a

construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.*

(1) The offeror represents and certifies as part of its offer that it [] is, [] is not a small business concern.

(2) *(Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.)* The offeror represents as part of its offer that it [] is, [] is not a small disadvantaged business concern.

(3) *(Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.)* The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.

(c) *Definitions.*

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Small disadvantaged business concern," as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR Part 124.

"Woman-owned small business concern," as used in this provision, means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.*

(1) If this solicitation is for supplies and has been set-aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small

disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of a fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

K-152 FAR 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APR 1984)

The offeror represents that-

(a) It [] has, [] has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It [] has, [] has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K-155 FAR 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that (a) it [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K-163 FAR 52.223-1 CLEAN AIR AND WATER CERTIFICATION (APR 1984)

The Offeror certifies that-

(a) Any facility to be used in the performance of this proposed contract is [], is not [] listed on the Environmental Protection Agency List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every non-exempt subcontract.

K-176 FAR 52.227-6 ROYALTY INFORMATION (APR 1984)

(a) Cost or Charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250.00, the following information shall be included in the response relating to each separate item of royalty or license fee:

- (1) name and address of licensor
- (2) date of license agreement
- (3) patent numbers, patent application serial number or other basis on which the royalty is payable
- (4) brief description, including any part or model numbers or each contract item or component on which the royalty is payable
- (5) percentage of dollar rate of royalty per unit
- (6) unit price of contract item
- (7) number of units and
- (8) total dollar amount of royalties.

(b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and identification of applicable claims of specific patents.

FAR 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (APR 1996)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT-COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation except contracts in which the price negotiated is based on (1) established catalog or market prices of commercial items sold in substantial quantities to the general public, or (2) prices set by law or regulation, will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR, Subpart 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by CFR Subpart 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the

practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: A practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) Certificate of Concurrent Submission of Disclosure Statement

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement:

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement:

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable disclosure statement.

☐ (3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$25 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraphs (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$25 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$25 million in awards of CAS-covered prime contracts and subcontracts, or the offeror did not receive a single CAS-covered award exceeding \$1 million. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$25 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with

subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

[] YES [] NO

**K-209 DFARS 252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY
THE GOVERNMENT OF A TERRORIST
COUNTRY (SEP 1994)**

(a) Definitions.

As used in this provision--

(1) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S. C. App. 2405(j)(1)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means--

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) Prohibition on award.

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) Disclosure.

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include--

- (1) Identification of each government holding a significant interest; and
- (2) A description of the significant interest held by each government.

K-219 DFARS 252.219-7000 SMALL DISADVANTAGED BUSINESS CONCERN REPRESENTATION (DOD CONTRACTS) (APR 1994)

(a) Definition.

"Small disadvantaged business concern", as used in this provision, means a small business concern, owned and controlled by individuals who are both socially and economically disadvantaged, as defined in regulations prescribed by the U.S. Small Business Administration at 13 CFR Part 124, the majority of earnings of which directly accrue to such individuals. This term also means a small business concern that is owned and controlled by an economically disadvantaged Indian tribe or Native Hawaiian Organization which meets the requirements of 13 CFR 124.112 or 13 CFR 124.113 respectively. In general, 13 CFR Part 124 describes a small disadvantaged business concern as a small business concern--

- (1) Which is at least 51 percent unconditionally owned by one or more socially and economically disadvantaged individuals; or
- (2) In the case of any publicly owned business, at least 51 percent of the voting stock is unconditionally owned by one or more socially and economically disadvantaged individuals.
- (3) Whose management and daily business operations are controlled by one or more such individuals.

(b) Representations.

Check the category in which your ownership falls--

[] Subcontinent Asian (Asian-Indian) American (U.S. Citizen with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, or Nepal)

[] Asian-Pacific American (U.S. Citizen with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, U.S. Trust Territory of the Pacific Islands (Republic of Palau), the Northern Mariana Islands, Laos, Kampuchea (Cambodia), Taiwan, Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Republic of the Marshall Islands, or the Federated States of Micronesia).

[] Black American (U.S. Citizen)

☐ Hispanic American (U.S. Citizen with origins from South America, Central America, Mexico, Cuba, the Dominican Republic, Puerto Rico, Spain or Portugal)

☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians, including Indian tribes or Native Hawaiian Organizations)

☐ Individual/concern, other than one of preceding, currently certified for participation in the Minority Small Business and Capital Ownership Development Program under section 8(a) of the Small Business Act

☐ Other

(c) Certification.

Complete the following--

(1) The Offeror is ☐, is not ☐ a small disadvantaged business concern.

(2) The Small Business Administration (SBA) has ☐, has not ☐ made a determination concerning the Offeror's status as a small disadvantaged business concern. If the SBA has made such a determination, the date of the determination was _____ and the offeror--

☐ was found by the SBA to be socially and economically disadvantaged and no circumstances have changed to vary that determination.

☐ was found by the SBA not to be socially and economically disadvantaged but circumstances which caused the determination have changed.

(d) Notification.

Notify the Contracting Officer before award if your status as a small disadvantaged business concern changes.

(e) Penalties and Remedies.

Anyone who misrepresents the status of a concern as a small disadvantaged business for the purpose of securing a contract or subcontract shall--

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under authority of the Small Business Act.

**K-225 DFARS 252.225-7000 BUY AMERICAN ACT - BALANCE OF PAYMENTS
PROGRAM CERTIFICATE (DEC 1991)**

(a) Definitions

"Domestic end product," "qualifying country end product" and "nonqualifying country end product" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation.

Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) Certifications.

(1) The Offeror certifies that--

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this clause, is a domestic end product; and

(ii) Components of unknown origin are considered to have been, produced or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

Qualifying Country End Products

<u>Line Item Number</u>	<u>Country of Origin</u>
_____	_____
_____	_____
_____	_____

(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

Nonqualifying Country End Products

<u>Line Item Number</u>	<u>Country of Origin (If Known)</u>
_____	_____
_____	_____

**K-236 DFARS 252.226-7001 HISTORICALLY BLACK COLLEGE OR UNIVERSITY
AND MINORITY INSTITUTION CERTIFICATION (APR 1994)**

(a) Definitions

"Historically black colleges and universities," as used in the provision, means institutions determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2. The term also means any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institutions," as used in this provision, means institutions meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)). The term also includes Hispanic-serving institutions as defined in Section 316(b)(1) of such Act (20 U.S.C. 1059c(b)(1)).

(b) Certification.

The offeror certifies that it is--

_____ A historically black college or university

_____ A minority institution

**K-315 SUP 5252.215-9400 CERTIFICATION OF PREVIOUS SUBMISSION AND
APPROVAL OF CONTRACTOR GENERIC
PLANS AND DOCUMENTS (JAN 1992)**

(a) * has established an optional program whereby contractors may submit for approval certain commonly used plans prepared for acquisitions by companies frequently contracting with *. Once approved no costs need be proposed or bid unless the generic plan required modification with a supplement or replacement by another plan peculiar to the acquisition.

(b) The offeror shall certify if generic plan(s) have already been submitted, approved, and are on file at *.
by providing a date after the following.

<u>PLAN TITLE</u>	<u>DATA ITEM DESCRIPTION IDENTIFICATION NUMBER</u>	<u>DATE OF APPROVAL OR SUBMISSION</u>
_____	_____	_____
_____	_____	_____

(c) The offeror shall also certify in the following blank if the quality assurance program plans listed above have been approved by the contract administration office cognizant of the contractor's facility per FAR 42.302(a)(38):

(d) If for any reason, the above certifications cannot be verified from *(fill in issuing activity)* * general files, the contracting officer shall notify the offeror of the discrepancy and allow a period of five (5) working days to submit or resubmit the plans or documentation.

K-440 CERTIFICATE OF CURRENT COST OR PRICING DATA

The following comprises a Certificate of Current Cost or Pricing Data and will be submitted by the Contractor to the Contracting Officer upon receipt of your proposal. If negotiations are held with your firm, a new certification will be required after negotiation of the final price/cost.

CERTIFICATE OF CURRENT COST OR PRICING DATA

This is to certify that, to the best of my knowledge and belief, the cost or pricing data submitted (as defined in section 15.801 of the Federal Acquisition Regulation (FAR) and required under FAR Subsection 15.804-2) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative (either actually or by specific identification in writing) in support of * are accurate, complete, and current as of **_____.

This certification includes the cost or pricing data supporting any advance agreements and forward-pricing agreements between the Offeror and the Government that are part of the proposal.

Firm _____

Signature _____

Name _____

Title _____

Date of Execution _____

""* Identify the proposal, quotation, request for price adjustment, or the submission involved, giving the appropriate identifying number (RFP No., etc.)

""** Insert the day, month, and year price negotiations were concluded and price agreement was reached.

""*** Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

K-534 REPRESENTATION REGARDING EMPLOYMENT OF NAVY PERSONNEL

The Contractor represents that he does [], does not [], now employ or intend to employ any person for work under this contract who is a current civilian employee or active duty member of the United States Navy. Affirmative representations must be fully explained in writing and attached hereto. *(Include the names of such persons and the Naval activity which employs them.)*

K-536 ASBESTOS CERTIFICATION (82JUL)

The offeror certifies that this offer does [], does not [], provide materials containing hazardous asbestos. For the purpose of this certification, asbestos is defined to include fibrous and non-fibrous mineral silicates of commercial importance: chrysolite, amosite, crocidolite, tremolite, anthophyllite, and actinolite. The term "Materials Containing Hazardous Asbestos" is defined as including all materials in such a fashion as to expose Navy or contractor personnel to the risk of direct exposure to asbestos in a form that can be inhaled. For example, any contract or order requiring purchase or use of asbestos insulation is within this definition. A contract or order for a complex item such as a large valve is not within this definition even though the valve may contain a gasket stamped out of asbestos; however, a contract or order for the asbestos gasket itself is within the definition, since handling of the gasket in the course of putting it to use may release fiber into the air.

K-694 ADDRESS TO WHICH PAYMENT SHALL BE MAILED (89JUL)

Offeror shall indicate in the space provided below the address to which payment should be mailed, if such address is different from that shown for the offeror.

(address) _____

PART IV SECTION K

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS REFERENCE CLAUSES

52.203-11	Certification and Disclosure Regarding Payments to Influence	Certain Federal Transactions (APR 1991)
52.222-21	Certification of Nonsegregated Facilities (APR 1984)	
52.223-5	Certification Regarding A Drug-Free Workplace (JUL 1995)	
252.209-7002	Disclosure of Ownership or Control by a Foreign Government (SEP 1994)	
252.209-7003	Disclosure of Commercial Transactions with the Government of a Terrorist Country (SEP 1994)	
252.209-7004	Reporting of Commercial Transactions with the Government of a Terrorist Country (SEP 1994)	
252.211-7013	New Material -- Commercial Items ((MAY 1991)	
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government (JUN 1995)	

**PART IV
SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS**

**L-82 FAR 52.211-2 AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD
INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) (MAR 1994)**

Single copies of specifications cited in this solicitation may be obtained by submitting a written request to the supply point listed below. The request must contain the title of the specification, its number, date, applicable amendment(s), and the solicitation or contract number. A telephone order entry system is available with the use of a touch tone telephone. A Customer Number is required to use this system and may be obtained by written request to the address listed below or by telephone (215-697-2179). In case of urgency, telegraphic requests are acceptable. Voluntary standards, which are not available to offerors and contractors from Government sources, may be obtained from the organization responsible for their preparation, maintenance, or publication.

Standardization Document
Order Desk, Building 4, Section D
700 Robbins Avenue
Philadelphia, PA 19111-5094
Facsimile No. 215-697-2978
Telephone Order Entry System (TOES) Numbers
215-697-1187 through and including 215-697-1197

**L-87 FAR 52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE
USE (SEP 1990)**

Any contract awarded as a result of this solicitation will be a DX rated order; X DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS)(15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

**L-112 FAR 52.215-10 LATE SUBMISSIONS, MODIFICATIONS, AND
WITHDRAWALS OF PROPOSALS (AUG 1996)**

(a) Any proposal received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it--

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(2) Was sent by mail or, if authorized by the solicitation, was sent by telegram or via facsimile and it is determined by the Government that the late receipt was due solely to mishandling by the Government after receipt at the Government installation;

(3) Was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays;

(4) Was transmitted through an electronic commerce method authorized by the solicitation and was received by the Government not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(5) Is the only proposal received.

(b) Any modification of a proposal or quotation, except a modification resulting from the Contracting Officer's request for "best and final" offer, is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the Contracting Officer's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the Government after receipt at the Government installation.

(d) The only acceptable evidence to establish the date of mailing of a late proposal or modification sent either by U.S. Postal Service registered or certified mail is the U.S. Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the proposal, quotation, or modification shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors or quoters should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the Government installation is the time/date stamp of that installation on the proposal wrapper or other documentary evidence of receipt maintained by the installation.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (d) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors or quoters should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(h) Proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision entitled "Facsimile Proposals." Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

(i) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office.

L-133 FAR 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Commanding Officer
Naval Command, Control and Ocean Surveillance Center
In-Service Engineering, East Coast Division (NISE East)
P.O. Box 190022
Code 1117TB
North Charleston, SC 29419-9022

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L-151 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (JUN 1988)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

REST OF PAGE INTENTIONALLY LEFT BLANK

L-212 DFARS 252.211-7002 AVAILABILITY FOR EXAMINATION OF SPECIFICATIONS, STANDARDS, PLANS, DRAWINGS, DATA ITEM DESCRIPTIONS, AND OTHER PERTINENT DOCUMENTS (DEC 1991)

The specifications, standards, plans, drawings, data item descriptions, and other pertinent documents cited in this solicitation are not available for distribution but may be examined at the following location:

**NISE EAST, CODE 1117TB
P. O. BOX 190022
NORTH CHARLESTON, SC 29419-9022**

Include the number of the solicitation and the title and number of the specification, standard, plan, drawing or other pertinent document.

L-226 DFARS 252.217-7026 IDENTIFICATION OF SOURCES OF SUPPLY (NOV 1995)

(a) The Government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer or sources of supplies it acquires.

(b) The apparently successful Offeror agrees to complete and submit the following table before award:

TABLE

Line Items	National Stock Number	Commercial Item (Y or N)	Source of Supply			Actual Mfg?
			Company	Address	Part No.	
-----	-----	-----	-----	-----	-----	-----
(1)	(2)	(3)	(4)	(4)	(5)	(6)
_____	_____	_____	_____	_____	_____	_____

(1) List each deliverable item of supply and item of technical data.

(2) If there is no national stock number, list "none."

(3) Use "Y" if the item is a commercial item; otherwise use "N". If "Y" is listed, the Offeror need not complete the remaining columns in the table.

(4) For items of supply, list all sources. For technical data, list the source.

(5) For items of supply, list each source's part number for the item.

(6) Use "Y" if the source of supply is the actual manufacturer, "N" if it is not; and "U" if unknown.

**L-234 DFARS 252.234-7000 NOTICE OF COST/SCHEDULE CONTROL SYSTEMS
(DEC 1991)**

(a) The Offeror shall submit a comprehensive plan for compliance with the cost/schedule control systems criteria of DoDI 5000.2, Defense Acquisition Management Policies and Procedures. The plan shall--

(1) Describe the cost/schedule control systems (C/SCS) the Offeror intends to use in performance of the contract.

(2) Distinguish between the Offeror's existing management systems and modifications proposed to meet the criteria.

(3) Describe the management systems and their application in all major functional cost areas in terms of:

- (i) The work breakdown structure,
- (ii) Planning,
- (iii) Budgeting,
- (iv) Scheduling,
- (v) Work authorization,
- (vi) Cost accumulation,
- (vii) Measurement and reporting of cost and schedule performance,
- (viii) Variance analysis, and
- (ix) Baseline control.

(4) Describe compliance with each of the criteria. (Preferably, cross-reference appropriate elements in the description of systems with the items in the checklist for the C/SCS criteria in AFMCP 173-5, AMC-P 715-5, NAVSO P3627, DLAH 8400.2, DCAA P7641.47, Cost/Schedule Control Systems Criteria Joint Implementation Guide.)

(5) Identify the major subcontractors, or major subcontracted effort if major subcontractors have not been selected, planned for application of the criteria.

(6) Describe the proposed procedure for administration of the criteria as applied to subcontractors.

(b) If the Offeror is using C/SCS which have been accepted by the Government, or is operating C/SCS under a current Memorandum of Understanding, the Offeror may submit either instead of the comprehensive plan.

(c) The Offeror shall provide information and assistance as requested by the Contracting Officer for evaluation of compliance with the cited criteria.

(d) The Government will evaluate the Offeror's plan for C/SCS before contract award.

(e) The prime contractor and the Government shall agree to subcontractors selected for application of the C/SCS criteria. The Contractor will contractually require the selected subcontractors to comply with the criteria. If either the prime or subcontractor requests, the Government, at its option, may conduct demonstrations and reviews of these selected subcontractors' management systems.

**L-310 SUP 5252.210-9400 AVAILABILITY OF UNIQUE DATA ITEM DESCRIPTIONS
(UDIDS) AND DATA ITEM DESCRIPTIONS
(DIDS) (JAN 1992)**

(a) Ordering Procedures for Acquisition Management System And Data Requirements Control List (AMSDL), DoD 5010.12-L, and DIDs listed therein. The AMSDL and all DIDs and UDIDs listed therein are stocked at the Defense Printing Service Detachment Office (DPS), Philadelphia, Pennsylvania. Requests for individual DIDs and UDIDs or the AMSDL will be honored from private industry and from individuals. Requests may be made using the automated telephone request service known as TeleSpecs by dialing (215) 697-1187, 8:00 a.m. to 8:00 p.m. (EST), Monday through Friday. If a customer number has not been previously assigned, requester must call the Special Assistant Desk at (215) 697-2667/2179 before using the TeleSpec service. Requests may also be made by mail or FAX in any form, although it is preferred that the DoD Specification and Standards Requisition, DD Form 1425, be used. Customers will be automatically provided with sufficient blank requisitions for future orders, once an order has been placed. In addition, the DD Form 1425 may be obtained through supply channels of the cognizant military activity. All requests should include the following information:

(1) Customer number or Commercial And Government Entity (CAGE) number

(2) Complete mailing address

(3) Each desired AMSDL, DID or UDID listed by document identifier (e.g., AMSDL should be listed as DoD 5010.12-L)

(4) The quantity of documents desired (The maximum quantity issued per item is five (5))

Mail orders to: DODSSP, Standardization Document Order Desk
700 Robbins Avenue, Bldg. 4D
Philadelphia, PA 19111-5094

Fax orders to: (215) 697-2978

(b) Ordering Complete Sets of DIDs. Complete sets of DIDs or UDIDs are available only four (4) times per year. The cost per set is \$400.00. Cut-off date for orders are 1 July, 1 October, 1 January and 1 April.

(c) Subscriptions. A subscription service is available to private industry for a cost of \$16.00 per year. Upon payment of the subscription fee, the subscriber will receive one copy of any new or revised unrestricted and unclassified DID or UDID for a one year period after the effective subscription date. The AMSDL is included with this subscription. Requests for subscriptions must be accompanied by a check or money order in the above amount payable to the Treasurer of the United States. Requests may be mailed to DODSSP, Subscription Service Desk, 700 Robbins Avenue, Bldg. 4D, Philadelphia, PA 19111-5094.

(d) Availability of Canceled DIDs. DPS supplies only the current version of DIDs. Superseded or canceled documents must be requested through the procurement or contracting officer of the military activity citing the need for the document.

L-315 NAPS 5252.215-9000 SUBMISSION OF COST OR PRICING DATA (NOV 1987)

(a) It is expected that this contract will be awarded based upon a determination that there is adequate price competition; therefore, the offeror is not required to submit or certify cost or pricing data (SF 1411) with its proposal.

(b) If, after receipt of the proposals, the contracting officer determines that adequate price competition does not exist in accordance with FAR 15.804-3, the offeror shall provide certified cost or pricing data as requested by the contracting officer.

L-332 SUP 5252.237-9402 RESUME REQUIREMENTS (JUN 1994)

The following information must be provided in the cost proposal, by lot or option, for each resume required to be submitted in the technical proposal:

- a. estimated annual salary;
- b. total estimated annual hours; and
- c. total estimated hours to be worked under the contract.

Failure to provide this information may impact the Government's evaluation of Contractors' proposals. If this information is proprietary to subcontractors, it may be provided under separate cover; however, it must be easily identifiable and readily combined with the rest of the proposal.

L-333 SUP 5252.237-9403 LABOR CATEGORY IDENTIFICATION (JAN 1992)

The offeror shall submit the following information:

- (a) For each category of labor specified by the Government in Section B, the offeror shall identify the corresponding company labor category/categories.
- (b) For each company labor category identified, the offeror shall define and specify below the minimum qualifications/experience elements which will be used by the contractor as a basis for assigning personnel for work under the contract.

IDENTIFY GOVERNMENT SECTION B. ITEM NO. AND LABOR CATEGORY NAME	COMPANY EQUIVALENT LABOR CATEGORY	MINIMUM QUALIFICATIONS

**L-345 SUP 5252.245-9406 USE OF GOVERNMENT PROPERTY IN OFFEROR’S
POSSESSION (JAN 1992)**

If the offeror intends to use in the performance of the work required hereunder any Government-owned facilities, special test equipment, or special tooling, it shall so advise in its response hereto and shall include in such response the value of such property, the number of the contract(s) under which such property was acquired, the rental provisions of such contract(s) and such other information as may be relevant. In addition to the above, the offeror shall obtain and then include in its proposal, the written concurrence in its proposed use of the property from the Contracting Officer having cognizance of such property.

L-405 FACILITIES CAPITAL COST OF MONEY

If the offeror proposes facilities capital cost of money as part of his proposed costs, he shall submit a completed DD Form 1861 entitled "Contract Facilities Capital and Cost of Money" and Form CASD-CMF "Facilities Capital, Cost of Money Factors Computation." Documentation supporting the computations shall be submitted with the forms.

L-422 COST MATRIX

(a) All offerors, including their subcontractors (if any), are to submit the current actual unloaded direct labor rates for all proposed personnel, both resumed and non-resumed. If not currently employed, provide the proposed unloaded rate and a letter of commitment signed by the proposed employee stating their proposed unloaded rate. In addition, all offerors, including subcontractors, are to provide the estimated hours per proposed individual and the primary areas of the Statement of Work covered by the proposed individual. The above information shall be submitted in exact accordance with the following matrix:

EXAMPLE FOR RESUMED PERSONNEL

<u>Name of Individual</u>	<u>RFP Labor Category</u>	<u>Actual Direct Hourly Rate</u>	<u>Offeror's Category</u>	<u>Est. Hours Per Person</u>	<u>% Total Hrs Est.</u>	<u>Area of Sow</u>
Bob Smith	Systems Analyst	18.20	Analyst I	400	28.5%	2.1.1 2.1.2

EXAMPLE FOR NON-RESUMED PERSONNEL

<u>RFP Labor Category</u>	<u>Actual Direct Hourly Rate</u>	<u>Offeror's Category</u>	<u>Est. Hours Per Person</u>	<u>% Total Hrs Est.</u>	<u>Area of Sow</u>
Systems Analyst	18.20	Analyst I	400	28.5%	2.1.1 2.1.2

(b) Do not submit average or composite rates. Current, actual unloaded rates are to be submitted for each individual proposed. Actual hourly rates submitted shall be derived by dividing the proposed individual's actual salary by 2080 hours per year, which is based on a 40-hour work week. Any uncompensated overtime proposed shall be clearly identified in the matrix, and will be evaluated in accordance with the Clause titled Uncompensated Overtime Evaluation in Section M of this solicitation.

(c) List the major areas of the Statement of Work (SOW) that will be performed by each individual proposed.

(d) All resumed personnel and categories to be utilized in the performance of the proposed contract shall be included in the above matrices. All hours proposed shall be accounted for in the above matrices.

L-424 OTHER DIRECT COST

a. The Government's best estimate of Other Direct Cost (ODC) items is set forth below. The Government cannot guarantee either the amount for each category or the total estimated amount. Additionally, these amounts do not include any provision for G&A expense or other loading factors.

<u>Category of ODCs</u>	<u>Base Year Estimate</u>	<u>1st Option Estimate</u>	<u>2nd Option Estimate</u>	<u>3rd Option Estimate</u>	<u>4th Option Estimate</u>
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(See Section B, Clause B-1000, for Government estimates on the following items:.)

Subcontracting
Material and Equipment
Material and Equipment Transportation
Travel
Per Diem
Other Direct Cost

b. Offerors shall use the stated amounts in the preparation of their cost proposals, except as stated in paragraph (c) below.

c. If the offeror has reason to believe that the amounts estimated by the Government are understated, the offeror shall notify the Contracting Officer in writing. The offeror shall provide a revised estimate and a detailed basis for the revision(s). If the Government finds the rationale to be sound/compelling, the Government will amend the solicitation accordingly. The same is true if the offeror believes the amount is overstated.

If, based upon the offerors accounting system or disclosure statement, the offeror believes the amounts estimated by the Government are overstated (e.g., an item is included as an element of an indirect expense pool), the offeror may reduce the amount(s). If such a reduction is made, the offeror as part of the initial cost proposal shall provide a detailed explanation/justification to substantiate the reduction. The Government reserves the right to discount any assessment if the basis for the reduction is deemed to be unrealistic or inadequate.

d. The offeror shall propose any ODC categories it anticipates will be incurred during the performance of the resulting contract. If the offeror proposes additional categories, it shall propose the associated cost and provide the detailed basis for the additional categories/cost.

(Note: Given the fact that fee shall be earned on a delivered hour basis (i.e., a specified dollar amount per hour performed), and the fact that some portion of the fee rate per hour represents fee on other direct costs, offerors are encouraged to disclose all ODCs which they anticipate will be incurred during contract performance.)

e. Failure of other direct cost categories/amounts, either as stated herein or proposed, to materialize during actual contract performance, shall not constitute a constructive change to or breach of the contract and shall not form the basis for any adjustment to fee whether pursuant to the changes clause or otherwise.

f. Similarly, the fact that the ODCs in excess of those estimated or proposed are incurred, shall not form the basis for any fee adjustment, whether pursuant to the changes clause or otherwise.

L-425 UNREASONABLY LOW HOURLY RATES/RISK ASSESSMENT

Unrealistic rates will be considered in the risk assessment and may result in a reduced technical score. Discussions may be held with offerors proposing unrealistically low rates (if the offeror is in the competitive range) and such offeror will be required to:

- (a) demonstrate an understanding of the requirement for which unrealistically low rates are proposed;
- (b) address the ability to provide the caliber of labor required;
- (c) understand that the Government fully expects to order the effort under the low priced rate categories and that the offeror's performance will be carefully assessed to ensure that the appropriate caliber of support was provided.

L-427 PROPOSAL OF FIXED FEE POOL ON INDEFINITE DELIVERY TYPE CONTRACTS

Prime contractor proposals shall, as a minimum, separately identify the cost and fee of each subcontractor proposal. Additionally, the prime contractor shall propose two fee amounts: (1) the prime contractor fee on subcontractor total cost (including fee) and consultant total cost, and; (2) the prime contractor fee on prime contractor cost. The sum of these two fee amounts plus the subcontractor(s) fee comprises the proposed fixed fee pool. Cost proposals shall be submitted in the following format:

Prime Contractor Labor
Prime Contractor Overhead
Other Direct Costs (ODCs)
 Material
Subcontractor A Total Cost (No Fee)
Subcontractor B Total Cost (No Fee)
Subcontractor C Total Price (Non-fee bearing)*
G & A
 SUBTOTAL (Total Cost)

Subcontractor Fee
 Subcontractor A Fee
 Subcontractor B Fee
Prime Fee on:
 Subcontractor A Cost & Fee
 Subcontractor B Cost & Fee
Prime Fee on Prime Cost LESS Subcontractor Cost
 SUBTOTAL (Fixed Fee Pool)**

Material
Material Handling

Total Proposed (Total Cost + Fee Pool)

*Where it is not possible to separate fee from the hourly cost proposed by subcontractors (for example, consultants, temporary employees hired through agencies, etc.), then the contractor shall propose these hourly costs as ODCs. For technical evaluation purposes, these ODC hours will be included in total labor hours. Therefore they should be identified under a labor category in Section L. These hours are non-fee bearing and will not be included in the computation of fee per hour in the Section B clause entitled "Fee Determination and Payment (IDTC)."

**For additional information on fee determination and payment from the fixed fee pool refer to clause B-6.

L-630 INSTRUCTIONS FOR SUBMITTING PROPOSAL

I. PROPOSAL ORGANIZATION. Proposals shall be submitted in **TWO VOLUMES**, one volume containing the "Other Factors" proposal and the other volume containing the "Business" proposal. **The ORIGINAL Other Factors Proposal and the ORIGINAL AND ONE COPY of the Business Proposal, if sent by U. S. Mail, shall be sent to the following mailing address: Contracting Officer, Code 1117TB, Contracts Division, NISE East, P. O. Box 190022, N. Charleston, SC 29419-9022.** This is considered the **OFFICIAL** copy and is subject to clause FAR 52.215-10 entitled "Late Submissions, Modifications and Withdrawal of Proposals (AUG 1996)"(see clause L-112). **SIX COPIES** of the Other Factors Proposal shall furnished to the activity that is to perform the technical evaluation. These copies should be submitted via U. S. Mail to the following mailing address: NISE East, Attn: Code 74, P. O. Box 190022, North Charleston, SC 29411-9022.

IMPORTANT NOTE:

A. If bid/proposal is forwarded by common carrier (e.g., Federal Express, United Parcel Service, etc.), send Original and copies to the codes as noted in paragraph (a) above to the following address:

Receiving Officer
NISE East
1639 Avenue B. North
North Charleston, SC 29405-1639

B. Hand-carried bids/proposals are to be delivered to the following depository location:

Bid Box
located in the lobby of Bldg. 198
Charleston Naval Complex
Charleston, SC 29408

NOTE: THE OTHER FACTORS PROPOSAL (VOLUME I) SHALL BE LIMITED TO ONE HUNDRED AND TWENTY-FIVE PAGES (125) PAGES, EXCLUDING THE DATA SUBMITTED UNDER LEVEL OF CONFIDENCE ASSESSMENT AND RESUMES. RESUMES SHALL BE NO MORE THAN THREE (3) PAGES.

The total page count of the Other Factors Proposal (Volume I) will be limited to 125 pages, excluding the data submitted under Level of Confidence Assessment and resumes. Resumes shall be no more than 3 pages. The 125 page limit on the Other Factors Proposal (Volume I), includes full page figures, full page tables and biographical sketches. Fold-outs are permitted; however, they shall contain diagrams only, with supporting notes. No general text is to be placed on the fold-outs. The fold-outs will count as one page. Pages are to be type-written or developed on a word processor on 8.5 x 11 inch pages, single sided, with 1 inch top/bottom/side margins, single or double spaced, and with font size or spacing no smaller than 12 point. The pages shall be numbered and shall contain a Table of Contents. Proposals are to be neat, legible and orderly.

Elaborate brochures or other presentations beyond that sufficient to present a complete and effective proposal are not desired. Elaborate art work, expensive paper bindings, and expensive visual or other presentation aids are not necessary. (Note: Reference FAR clause 52.215-7 regarding unnecessarily elaborate contractor's proposals, incorporated by reference in Section L.)

Offerors are not encouraged to take exceptions to this solicitation; however, any exceptions taken to the specifications, terms and conditions of this solicitation shall be explained in detail and set forth in a cover letter as well as in the Business Proposal section. Offerors are to detail the particular section, clause, paragraph, and page to which they are taking exception.

CAUTION: **THE BUSINESS PROPOSAL SHALL NOT BE FURNISHED TO NISE EAST, CODE 74. NO COST OR PRICING INFORMATION SHALL BE INCLUDED IN THE OTHER FACTORS PROPOSAL.**

II. PROPOSAL FORMAT. The offeror shall submit its proposal in the following indexed format:

A. Title: **OTHER FACTORS PROPOSAL** **(VOLUME I)**

TAB A	Management Plan
TAB B	Level of Confidence Assessment Rating
TAB C	Personnel Qualifications
TAB D	Corporate Experience

B. Title: **BUSINESS PROPOSAL** **(VOLUME II)**

TAB A	Cost Proposal
TAB B	Letters of Commitment
TAB C	Total Professional Employees Compensation Plan including Contractor's Policy on Uncompensated Overtime
TAB D	SB/SDB/WOSB Subcontracting Plan (<i>if required</i>)

Failure to submit complete information in the manner prescribed above for either the Other Factors Proposal or Business Proposal may be considered a "no response" and exclude the proposal from further consideration.

III. OTHER FACTORS PROPOSAL CONTENTS (VOLUME I). The Other Factors Proposal shall consist of the information specified for each evaluation factor and subfactor listed below. **No cost or pricing information shall be included in the Other Factors Proposal.**

The Other Factors Proposal shall be sufficient to enable technical requiring personnel to make a thorough and complete evaluation, and to arrive at a sound determination as to whether the requirements of this solicitation are understood and satisfied. To facilitate this evaluation, the Other Factors Proposal shall be sufficiently specific, detailed and complete to demonstrate clearly and fully that the offeror has a thorough understanding of the requirements for, and the management and technical problems inherent in, the requirements of the solicitation. In preparing the proposal, emphasis should be placed on brief, complete, and factual data in (at a minimum) the areas which are set forth in the Request For Proposal (RFP). Maximum use should be made of tables and information summaries in describing the proposed efforts.

Statements that the offeror understands, can, or will comply with all specifications and statements paraphrasing the specifications or parts thereof are considered insufficient. Phrases, such as "standard procedures will be employed" or "well known techniques will be used," etc., will be considered insufficient.

ANY EXCEPTION TO THE GOVERNMENT'S TECHNICAL REQUIREMENTS/ SPECIFICATIONS MUST BE INCLUDED IN THE OTHER FACTORS PROPOSAL AND IN A COVER LETTER TO THE OTHER FACTORS PROPOSAL.

Format: The Other Factors Proposal shall be presented in this format:

- Introduction
- Table of Contents
- Executive Summary
- Section I - Management Plan
- Section II - Level of Confidence Assessment Rating
- Section III - Personnel Qualifications
- Section IV - Corporate Experience

Information to be provided in each section is detailed below. If the offeror considers it necessary, additional information considered pertinent may be addressed in a General Introduction following the Executive Summary.

Contents

A. Executive Summary: The Executive Summary will abstract the technical information presented in the offeror's proposal and will be no more than three pages in length. It shall stand alone, contain no illustrations or tabular data, and shall not refer to any section within the body of the proposal. The Executive Summary also shall state the offeror's degree of willingness to devote resources to the proposed work and shall delineate the availability of qualified, competent, and experienced technical and management personnel for the proposed program.

B. Section I - Management Plan. The Offeror shall provide his/her plan for the management for this effort which shall include as a minimum:

1. A discussion of the organizational structures, methods, procedures, equipment, and other attributes (including specific teaming arrangements, joint ventures, or subcontracting arrangements, if any), that will increase efficiency, productivity, and quality **while** reducing cost, effort, and risk to the Government for performing tasks (identified in Section C of the solicitation) at U. S. And various worldwide locations will be assessed. Description shall include detail of unique and original characteristics, innovations, and special capabilities.
2. A discussion of the methods and procedures for managing, including monitoring and control, schedules, quality, and costs for tasks stated in Section C of the solicitation will be assessed. This discussion shall consider the diverse range of scope, equipment, installation location, and unique site characteristics. The Government assessment shall consider specific details for resource management, including team members and subcontracting, and management of design, system configuration, application development, installation, and testing. The Offeror should note normal and unique constraints of typical tasks when describing management methods and procedures and describe solutions to overcome these constraints as well as provision for overcoming schedule or cost slippage while minimizing or eliminating additional cost and risk to the Government.
3. A description of company and project organization including technical and administrative levels and areas with associated relationships will be assessed. This discussion shall be accompanied by separate company and project organization charts listing all key personnel and other company management personnel. The Government assessment of the Offeror's organization will include the authority of the program manager and accessibility to upper management.
4. A demonstration of a realistic approach and plan on the extent of participation with small business, small disadvantaged business and women-owned small business in performance of this contract. Offerors shall provide information concerning the following subfactors:

- I. Identification of specific small business, small disadvantaged business and women-owned small business participation in contract performance.
- II. Extent of commitment to use such firms including enforceability of that commitment.
- III. Complexity and Variety of work that will be performed by specific small businesses, small disadvantaged businesses and women-owned small businesses.
- IV. Percentage of estimated total acquisition dollar value to be performed by such businesses.
- V. Realism of the proposal approach for the participation of specific small businesses, small disadvantaged businesses and women-owned small businesses.

NOTE: In order for the Government to accomplish this evaluation, offerors shall provide the information requested in the Contractor Performance Data Form For Small, Small Disadvantaged and Women-Owned Small Business Participation Evaluation provided as Attachment 05 of this solicitation and include this same information in Section II of the offeror's Other Factors Proposal.

C. Section II - Level of Confidence Assessment Rating Data

- Failure to submit complete information in the manner prescribed for the Level of Confidence Data may be considered a “no response” and may result in the exclusion of the proposal from further consideration.
- Offerors which have no past performance information (i.e., new businesses), must submit a signed and dated certification statement to that effect. This certification applies only if an offeror has no information available on past contract performance.
- Under this section of the proposal, two factors shall be addressed, experience and past performance.

NOTE: Offerors shall include in their proposal, the written consent of their proposed significant subcontractors to allow the Government to discuss the subcontractor’s past performance evaluation or any other relevant data to assess the level of confidence evaluation with the offeror during negotiations.

CAUTION: Offerors are reminded that both independent data and data provided by offerors in their proposals may be used to determine the offeror’s level of confidence assessment rating. Since the Government may not necessarily interview all of the sources provided by the offeror, it is incumbent upon the offeror to explain the relevance of the data provided. The Government does not assume the duty to search for data to cure problems it finds in proposals. The burden of providing thorough and complete experience and past performance information remains with the offerors. Proposals that do not contain the information requested by this paragraph risk rejection or a low level of confidence rating by the Government.

THE LEVEL OF CONFIDENCE DATA SHALL INCLUDE THE FOLLOWING INFORMATION:

1. Experience/Past Performance Matrix. An Experience/Past Performance Matrix (Attachment 06) shall be completed for each of your five (5) most recently completed federal Government contracts (not to exceed four years since completion) that demonstrates similar experience in the specific Statement of Work areas identified in the Matrix. (If you do not have five federal Government contracts, then list state, local, or commercial contracts, in that order, to complete the report.) The matrix provides a method for obtaining a list of references and associating each reference with specific work of the prospective contract. The first column in the table is for references. The remaining columns are headed by the contract statement of work or specification work elements. Insert the information (name, address, point(s) of contact, and telephone number) about the references (one reference for each contract performed for a customer) in the reference column, at the beginning of each row of the matrix. Indicate the work performed for the reference by inserting a “P” or an “S” in the row cells to the right of the reference entry. A “P” indicates the offeror was a prime contractor; the “S” indicates that it was a subcontractor. A subscript (1, 2, etc.) should be included for each subcontract entry to indicate the subcontract tier. Provide a list of all first tier subcontractors for each prime contract reference entry, and the name of the offeror’s customer for each subcontract reference entry.

2. Past Performance. A Contractor Performance Data Sheet (Attachment 07) shall be completed for each of your five (5) most recently completed federal Government contracts (not to exceed four years since completion) that demonstrates similar experience in areas applicable to this solicitation. (If you do not have five federal Government contracts, then list state, local, or commercial contracts, in that order, to complete the report.) For each contract cited, the Offeror shall provide information pertaining to the Quality, Timeliness, Cost and other pertinent information as outlined in the Contractor Performance Data Sheet (Attachment 07).

NOTE: Should the Offeror propose a “Contractor Team Arrangement” as identified in clause C-651 entitled “CONTRACTOR TEAM ARRANGEMENTS (92AUG)”, the Offeror must include as part of the “Other Factors Proposal” for the prime contractor and for each subcontractor/individual team member, the Contractor Performance Data Sheets” identified as Attachment 07 to this solicitation. The “Contract Performance Data Sheets” shall include the relevant capabilities and experience on the last five contracts during the past four years for the prime and for each subcontractor/individual team member. The Contractor Performance Data Sheets submitted shall be for like or similar work that each team member will be assigned to perform under this solicitation.

The Government will assess the breadth, depth, relevance, and currency of the offeror’s experience based on data provided in Attachments 05 and Attachment 06 by the offerors and independent data as available.

D. Section III - Personnel Qualifications. The offeror shall provide current resumes for key personnel proposed. The offeror shall show the availability of personnel and percentage of their time to be dedicated to this contract. Resumes shall address each individual's experience as it relates specifically to the SOW and personnel categories identified in this solicitation. Education, unique skills, current and past duties, and experience in positions of authority and responsibility (such as designated program manager) should be included. The qualifications set forth in the Personnel Qualifications paragraphs of Section C represent those requirements that are considered to be required in terms of performance under the proposed contract. The degree to which an offeror's proposed personnel meet the qualifications will be determined. A sample resume format is provided in Attachment 02. The final page containing ONLY the employee signature shall be retained by the offeror unless requested by the Contracting Officer.

IN ADDITION TO THE ABOVE AND AS PART OF THE BUSINESS PROPOSAL, LETTERS OF COMMITMENT OF EMPLOYMENT SHALL BE PROVIDED FOR THE KEY PERSONNEL RESUMES SUBMITTED, REGARDLESS OF WHETHER THE PROPOSED PERSONNEL ARE CURRENTLY EMPLOYED BY THE OFFEROR OR ARE CONTINGENT HIRES, IN ORDER THAT CREDIT MAY BE RECEIVED FOR THAT INDIVIDUAL.

The offeror shall provide Letters of Commitment from the key personnel employees identified herein that state that they will remain employed by the Offeror and will work on the resulting contract, at the required place(s) of performance, if awarded to the Offeror. Letters of Commitment must be submitted for contingent hires, which are defined as person(s) who are not currently employed by the Offeror, but who have executed binding Letter(s) of Commitment for employment with the Offeror, contingent upon contract award at the required place(s) of performance.

The Letters of Commitment shall be identified by Resume Number and shall contain the proposed employee's signature. A signature of the employee on the resume form is considered insufficient. The Letter of Commitment must reflect that agreement has been reached on salary, benefits, and position (*actual salary amount and benefits are not required in the Letter of Commitment*).

Offerors are reminded that Letters of Commitment must be current, and Offerors are responsible for conforming their offer to reflect changes in the status of any contingency hire or current employee, which makes his/her prior commitment suspect (i.e., death, illness, relocation, acceptance of other employment).

All work under the terms of this contract will be performed in an efficient and workmanlike manner by personnel who are familiar with the type of work being performed. The contractor warrants that employees used on the work will, on the average, be as efficient as the average employees performing similar duties in the contractor's own organization and will in all cases meet or exceed the minimum requirements set forth for the respective labor categories.

The Contractor shall be responsible for employing appropriate professionally and technically qualified personnel to perform the tasks outlined herein. The Contractor must have the qualified personnel organization and administrative control necessary to ensure that the finished products shall conform to each task order. If the Contracting Officer questions the qualifications or competence of any person(s) performing under the contract, the burden of proof to sustain that person(s) is/are qualified as prescribed herein shall be upon the Contractor.

An individual's resume can be submitted for more than one category; however, an individual may count for the required number of resumes in only one category. If more than the required number of resumes are submitted for a particular category, the offeror shall specify which of them shall be evaluated. No credit will be given for additional resumes submitted over the required amount.

NOTE: The key personnel resumes which are required to be submitted as part of the Other Factors proposal should represent those personnel scheduled to perform a majority of the work effort for each of the applicable labor categories. These resumes should reflect the highest percentage of effort scheduled to be performed for each labor category.

The following establishes the required number of resumes to be submitted for each key labor category:

<u>LABOR CATEGORY</u>	<u>NUMBER OF RESUMES REQUIRED</u>
Program Manager	1
Systems Engineer	1
Senior Systems Integration Engineer	2
Senior Design Engineer, Electrical/Electronic	2
Senior Design Engineer, Mechanical	1
Senior Computer Security Systems Analyst	1
Senior Computer Systems Analyst	1
Engineering Technician, VI	<u>2</u>
Total	11

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E. Section IV - Corporate Experience. The Contractor shall identify relevant corporate experience involving highly complex and unique tasks involving state-of-the-art or recently available technology within the last four years. The following subfactors are relevant and should be addressed:

(i) Identify relevant experience involving highly complex and unique tasks involving state-of-the-art or recently available technology within the last four years will be assessed. Discussion should include detail of unique and original characteristics, innovations, and special capabilities. Experience should be in the areas of PECSS programs identified in Section C with special emphasis on ESS and INFOSEC experience.

(ii) Identify relevant experience of testing of highly complex and unique equipment and systems within the last four years will be assessed. Discussion should include detail of system configuration, application development, and on-site system and equipment installation.

(iii) Identify relevant experience of preparation of engineering documentation including development, configuration, installation and Life Cycle Support.

IV. BUSINESS PROPOSAL CONTENTS (VOLUME II). The Business Proposal shall contain:

A. Cost Proposal. The offeror's cost proposal, consisting of a properly completed and signed solicitation document. All cost information shall be included in the cost proposal. Information other than cost or pricing data is required to support price reasonableness and/or cost realism.

INFORMATION OTHER THAN COST AND PRICING DATA REQUIREMENTS:

Under the requirements of the Federal Acquisition Regulation (FAR), the Contracting Officer is responsible for determining the reasonableness of the pricing. To assist in determining whether the prices proposed in your offer under this solicitation are "fair and reasonable," your cooperation is requested in submitting a cost breakdown of the labor rates proposed.

For each labor category specified in Section B (Base Year and each Option Year), the cost breakdown should contain the following information, at a minimum:

1. Base Wage Rate (*include information on how composite rates are developed*)
2. Overhead Rate
3. General and Administrative Expense
4. Other Cost
5. Profit
6. Total Labor Rate, as proposed

A SEPARATE BREAKDOWN SHALL BE PROVIDED ON THE FRINGE BENEFITS, WHETHER OR NOT THEY ARE INCLUDED IN THE OVERHEAD RATE.

Offerors are to identify any other additional costs that may be associated with performance and which are not already included in the Government's identified Other Direct Cost or in the offeror's indirect cost rates. The decision as to whether costs are handled as direct or indirect costs rests with the offeror, but shall be consistent with the offeror's approved cost accounting practices as disclosed in the Offeror's Disclosure Statement.

The cost breakdown also should include the Other Direct Cost (ODC) specified in Section B for which estimated amounts are shown, including any applicable loading factors at the prime and at the subcontractor/individual team member level. The cost breakdown shall indicate the offeror's total estimated proposed price for each year and cumulative for all years.

Offeror shall submit its Subcontracting Plan pursuant to FAR/DFAR/NAPS Subpart 19.7 at time of initial closing of RFP. SB/SDB goals shall be broken out for each year and cumulative for all years. Percentage and dollar amounts required.

Any information submitted must support the cost proposed. Include sufficient detail or cross references to clearly establish the relationship of the information provided to the cost proposed. Support any information provided by explanations or supporting rationale, as needed to permit the Contracting Officer and authorized representatives to evaluate the documentation.

NOTE: IN ADDITON TO THE TYPEWRITTEN COPIES ABOVE, THE COST PROPOSAL COMPLETE WITH FORMULAS SHALL BE SUBMITTED ON A FULLY FUNCTIONAL DISK (EITHER 5.25" DS/DD OR 3.5" HD) UTILIZING "EXCEL 5.0" SOFTWARE. A "READ ONLY" DISK IS NOT ACCEPTABLE.

B. Letters of Commitment (*reference Section I of the "Other Factors Proposal Contents"*)

C. Total Professional Employees Compensation Plan. The Total Professional Employees Compensation Plan shall be submitted in accordance with the information listed below. Individual plans will be evaluated in accordance with FAR Clause 52.222-46 of this solicitation. The offeror shall indicate which proposed employees under any resulting contract will be eligible for which of the benefits, and at what benefit level. The offeror shall included, but not be limited to, the following:

(1) **Section I - Salaries.** The offeror shall submit proposed annual salaries for each category of professional employee to perform under the contract. The annual salaries shall be delineated for each year of performance specified in the contract (including options). If less than 40 hours per week are worked, hours and hourly rates shall be specified. The salaries proposed shall track back to the cost proposal submitted under Volume I, paragraph a, above. In addition, the total estimated annual hours and total estimated hours to be worked under the contract shall be included.

(2) **Section II - Fringe Benefits.** The offeror shall submit proposed fringe benefits for professional employees to perform under the contract. The offeror shall specify each benefit proposed and also shall specify the percentage of the proposed fringe benefits to the proposed annual salary.

(3) **Section III - Supporting Documentation.** The offeror shall submit supporting documentation/information for (1) and (2) above, which includes data such as recognized national and regional compensation surveys and studies of professional, public, and private organizations, used in establishing the proposed total compensation structure. (Reference FAR Clause 52.222-46 of this solicitation.)

(4) **Section IV - Other.** The offeror may provide any other information deemed necessary.

OFFERORS ARE CAUTIONED THAT FAILURE TO SUBMIT A TOTAL PROFESSIONAL EMPLOYEES COMPENSATION PLAN AS OUTLINED ABOVE MAY CAUSE:

1. Adverse assessment of the proposal;
2. No further evaluation of the proposal; or
3. Rejection of the proposal.

All offerors proposing under this solicitation hereby assume the total responsibility of submitting the above plan and the total risk that may result from failure to submit the above plan as outlined above.

D. Small, Small Disadvantaged Business and Women-Owned Small Business Subcontracting Plan (*if required*). If the offeror is a large business, a copy of the current approved Master Subcontracting Plan or a new subcontracting Plan specifically developed for this solicitation shall be submitted as part of the Business Proposal for approval. The plan shall be submitted in accordance with FAR clause 52.219-9, SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN and its Alternate II which outlines the information to be contained in the plan, i. e., separate goals for the base and each option year, etc. NOTE: In accordance with DFARS 215.605(b)(2) (A) (4), the Small Business, Small Disadvantaged Business and Women-Owned Small Business participation addressed and evaluated under the Other Factors portion of the proposal, shall be listed in any subcontracting plan submitted pursuant to FAR 52.219-9.

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PART IV
SECTION L (Reference)
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS

1. *NOTICE: The following solicitation provisions and/or contract clause pertinent to this section are hereby incorporated by reference:*

I. PARAGRAPH	FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS PROVISION TITLE & DATE	
52.209-7	Organizational Conflicts of Interest Certificate--Marketing	Consultants (OCT 1995)
52.215-5	Solicitation Definitions (JUL 1987)	
52.215-7	Unnecessarily Elaborate Proposals or Quotations (APR 1984)	
52.215-8	Amendments to Solicitations (DEC 1989)	
52.215-9	Submission of Offers (JUL 1995)	
52.215-12	Restriction on Disclosure and Use of Data (APR 1984)	
52.215-13	Preparation of Offers (APR 1984)	
52.215-14	Explanation to Prospective Offerors (APR 1984)	
52.215-15	Failure to Submit Offer (JUL 1995)	
52.215-16	Contract Award (OCT 1995)	
52.215-16	Contract Award (OCT 1995) - ALTERNATE II (OCT 1995)	
52.215-30	Facilities Capital Cost of Money (SEP 1987)	
52.222-24	Preaward On-Site Equal Opportunity Compliance Review (APR 1984)	
52.222-46	Evaluation of Compensation for Professional Employees (FEB 1993)	
252.204-7001	Commercial and Government Entity (CAGE) Code Reporting (DEC 1991)	
252.206-7000	Domestic Source Restriction (DEC 1991)	
252.219-7009	Certificate Of Competency (APR 1993)	

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PART IV
SECTION M
EVALUATION FACTORS FOR AWARD

M-1000 DESTINATION UNKNOWN

For the purpose of evaluating bids (or proposals), and for no other purpose, the final destination(s) for the services/supplies will be considered to be as follows: Charleston, South Carolina.

M-219 DFARS 252.219-7006 NOTICE OF EVALUATION PREFERENCE FOR SMALL DISADVANTAGED BUSINESS CONCERNS (MAY 1995)

(a) Definitions.

"Historically black colleges and universities," as used in this clause, means institutions determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2. The term also means any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institutions," as used in this clause, means institutions meeting the requirements of paragraphs (3), (4), and (5) of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)). The term also includes Hispanic-serving institutions as defined in Section 316(b)(1) of such Act (20 U.S.C. 1059c(b)(1)).

"Small disadvantaged business concern", as used in this clause, means a small business concern, owned and controlled by individuals who are both socially and economically disadvantaged, as defined by the Small Business Administration at 13 CFR Part 124, the majority of earnings of which directly accrue to such individuals. This term also means a small business concern owned and controlled by an economically disadvantaged Indian tribe or Native Hawaiian organization which meets the requirements of 13 CFR 124.112 or 13 CFR 124.113, respectively.

"United States," as used in this clause, means the United States, its territories and possessions, the Commonwealth of Puerto Rico, the U.S. Trust Territory of the Pacific Islands, or the District of Columbia.

(b) Evaluation Preference.

(1) Offers will be evaluated by adding a factor of ten percent to the price of all offers, except--

- (i) Offers from small disadvantaged business concerns, which have not waived the preference;
- (ii) Offers from historically black colleges and universities or minority institutions, which have not waived the preference;
- (iii) Otherwise successful offers of--

(A) Eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded;

(B) Qualifying country end products (as defined in the Defense Federal Acquisition Regulation Supplement clause at 252.225-7001, Buy American Act and Balance of Payments Program); and

(iv) Offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The ten percent factor will be applied on a line item by line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation will be applied before application of the ten percent factor. The ten percent factor will not be applied if using the preference could cause the contract award to be made at a price which exceeds the fair market price by more than ten percent.

(c) Waiver of Evaluation Preference.

A small disadvantaged business, historically black college or university, or minority institution offeror may elect to waive the preference, in which case the ten percent factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) do not apply to offers which waive the preference.

_____ Offeror elects to waive the preference

(d) Agreements.

(1) A small disadvantaged business concern, historically black college or university, or minority institution offeror, which did not waive the preference, agrees that in performance of the contract, in the case of a contract for---

(i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern.

(ii) Supplies, at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern.

(iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(2) A small disadvantaged business concern, historically black college or university, or minority institution regular dealer submitting an offer in its own name, agrees to furnish in performing this contract only end items manufactured or produced by small disadvantaged business concerns, historically black college or universities, or minority institutions in the United States, except, as provided in Section 8051 of Pub. L. 103-139 and Section 8012 of Pub. L. 103-335, for contracts awarded during fiscal years 1994 and 1995, a small disadvantaged business manufacturer or regular dealer owned by an Indian tribe, including an Alaska Native Corporation, agrees to furnish only end items manufactured or produced by small business concerns in the United States.

(3) Upon request, a historically black college or university or minority institution offeror will provide the Contracting Officer evidence that it has been determined to be an HBCU or MI by the Secretary of Education.

M-615 SINGLE AWARD FOR ALL ITEMS (JAN 1992) (NAVSUP)

Due to the interrelationship of supplies and/or services to be provided hereunder, the Government reserves the right to make a single award to the responsive offeror whose offer is considered to be in the best interest of the Government, price and other factors considered. Therefore, offerors proposing less than the entire effort specified herein may be determined to be unacceptable.

M-650 EVALUATION FACTORS FOR AWARD

GENERAL

In accordance with Section L, FAR 52.215-16, entitled "Contract Award," Alternate II, it is expected that the contract award resulting from this solicitation will be made without discussions with offerors and will be made to the responsible offeror whose proposal conforms to the solicitation and represents the best overall expected value to the Government based on Other Factors and Price/Cost. The Government's evaluation of all proposals submitted will be assessed against the evaluation criteria set forth below in descending order of relative importance unless otherwise stated. Best value will be determined by comparing differences in the value of technical features with differences in cost to the Government. The offeror's proposal shall be in the form prescribed by this solicitation and shall contain a response to each of the areas identified which affects the evaluation factors for award. In making this comparison, the Government is more concerned with obtaining superior technical features than with making an award at the lowest overall cost to the Government. However, the Government will not make an award at a significantly higher overall cost to the Government to achieve slightly superior technical features.

Prospective offerors are forewarned that an acceptable proposal with the lowest price may not be selected if award to a higher priced proposal affords the Government a greater overall benefit. The Government may elect to pay a price premium to select a technically superior offeror.

The Other Factors will be significantly more important than price/cost, but price/cost should not be ignored. Offers received will be evaluated by the Government on the basis of price/cost and on the basis of information provided by the offeror in accordance with clause L-630 "Instructions for Submitting Proposal" of this solicitation. It should be noted that Section L contains a description of the information to be submitted, which will be evaluated under the criteria listed below.

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EVALUATION CRITERIA

The evaluation factors are listed below. It should be noted that the Other Factors are significantly more important than the Cost Factor.

1.1 Other Factors Proposal. Each Other Factors proposal will be evaluated qualitatively and categorized as "Excellent", "Good", "Fair", "Poor", or "Unacceptable"; however, the Level of Confidence factor includes a neutral rating (i.e., evaluated neither favorably nor unfavorably) for when no past performance information is available because of such reason(s) that an Offeror is a new business. The following Other Factors Proposal areas are listed in descending order of importance, with equal emphasis placed on the Management Plan and Level of Confidence Assessment Rating.

1.1.1 *Management Plan* - The Government will assess the Offeror's management organizational structures (including teaming arrangements, joint ventures, or subcontracting arrangements, if any), task management, and other corporate attributes that positively or negatively affect their ability to perform tasks quickly, with the highest degree and certainty of quality, at a reasonable cost, and at the minimum risk to the Government. The Offeror shall consider the NISE East mission to provide support to Navy and other Department of Defense (DOD) customers in the continental United States and worldwide within the constraint of a continuing decrease in the availability of funding. The Offeror's discussion will be assessed relative to the following subfactors which are listed in descending order of importance:

(i) The Offeror's discussion of their organizational structures, methods, procedures, equipment, and other attributes (including specific teaming arrangements, joint ventures, or subcontracting arrangements, if any), that will increase efficiency, productivity, and quality **while** reducing cost, effort, and risk to the Government for performing tasks (identified in Section C of the solicitation) at U. S. and various worldwide locations will be assessed. Discussion should include detail of unique and original characteristics, innovations, and special capabilities.

(ii) The Offeror's discussion of methods and procedures for managing, including monitoring and control, schedules, quality, and costs for tasks stated in Section C of the solicitation will be assessed. This discussion shall consider the diverse range of scope, equipment, installation location, and unique site characteristics. The Government assessment shall consider specific details for resource management, including team members and subcontracting, and management of design, system configuration, application development, installation, and testing. The Offeror should note normal and unique constraints of typical tasks when describing management methods and procedures and describe solutions to overcome these constraints as well as provision for overcoming schedule or cost slippage while minimizing or eliminating additional cost and risk to the Government.

(iii) The Offeror's description of company and project organization including technical and administrative levels and areas with associated relationships will be assessed. This discussion shall be accompanied by separate company and project organization charts listing all key personnel and other company management personnel. The Government assessment of the Offeror's organization will include the authority of the program manager and accessibility to upper management.

(iv) The Offeror's record of Small Business, Small Disadvantaged Business, and Women-Owned Small Business Participation, Subfactors I through IV are considered to be of equal importance. Subfactor V will be a multiplier applied to the sum of Subfactors I through IV. The following are the applicable subfactors:

I. Identification of specific small businesses, small disadvantaged businesses and women-owned small businesses in participation of contract performance.

II. Extent of commitment to use such firms including enforceability of that commitment.

III. Complexity and Variety of work that will be performed by specific small businesses, small disadvantaged businesses and women-owned small businesses.

IV. Percentage of estimated total acquisition dollar value to be performed by such businesses.

V. Realism of the proposal approach for the participation of specific small businesses, small disadvantaged businesses

1.1.2 Level of Confidence Assessment Rating. The Government will develop a level of confidence assessment rating for each Offeror. This rating will reflect the Government's degree of confidence that the Offeror will keep the promises it made in its proposal. The rating may be highly influential to the determination of which Offeror represents the best overall expected value. The Government will evaluate the Offeror's reputation for conforming to specifications and to standards of good workmanship, for accurately estimating and controlling costs, for adherence to contract schedules (including the administrative aspects of performance), for reasonable and cooperative behavior and commitment to customer satisfaction, for having a businesslike concern for the interests of the customer, and for the extent of participation with small, small disadvantaged business and women-owned small business in performance of this contract. The Government will also evaluate the depth, breadth, relevance, and currency of the Offeror's work experience. Offerors will be ranked as follows:

Excellent Level of Confidence;
Good Level of Confidence;
Fair Level of Confidence;
Poor Level of Confidence; or
Unacceptable Level of Confidence

In the case of an Offeror which has submitted a certification statement where there is no information available on past contract performance, that Offeror will receive a neutral evaluation and will be evaluated based upon all other evaluation factors except past performance.

A significant achievement, problem, or lack of relevant data in any element of the work can become an important consideration in the source selection process. A negative finding under any element may result in an overall poor level of confidence assessment rating, resulting in a reduction of the Government's evaluation of the Offeror's Other Factors proposal. Therefore, Offerors are reminded to include all relevant past efforts, including demonstrated corrective actions, in their proposal.

Offerors are cautioned that in conducting the level of confidence assessment rating, the Government may use data provided by the Offeror in its proposal and data obtained from other sources. Since the Government may not necessarily interview all of the sources provided by the Offerors, it is incumbent upon the Offeror to explain the relevance of the data provided. Offerors are reminded that while the Government may elect to consider data obtained from other sources, the burden of providing thorough and complete past performance information rests with the Offerors.

The Level of Confidence Rating will be evaluated based on the criterion of the Experience/Past Performance Matrix (Attachment 06) which demonstrates the offeror's similar experience in the specific Statement of Work areas and of the Past Performance Survey (Attachment 07) which is based upon the quality of the Offeror's past performance as well as that of its proposed subcontractors. It should be noted that Experience and Past Performance are of equal importance.

The Experience/Past Performance Matrix identifies areas by paragraph in the SOW whereas the Government will access the Offeror's provided information on like or similar work performed that indicates the likelihood of successful completion of highly complex, unique, and state-of-the art electronic projects within the scope described in the SOW.

Concerning the Past Performance Survey, the following subfactors will be considered equal in importance:

(i) The Offeror's record of:

- The Offeror's record for on time delivery.
- The Offeror's record for good technical quality.
- The Offeror's record for cost control.
- The Offeror's record of conforming to specifications and to standards of good workmanship.
- The Offeror's history for reasonable and cooperative behavior and commitment to customer satisfaction and business like concern for the interests of the customer.
- The Offeror's ability to manage, plan, and schedule subcontractors on past service contracts for highly complex, unique, and state-of-the-art electronic projects within the last four years.

1.1.3 *Personnel Qualifications.* The Government will assess the capability and attributes of proposed personnel and their ability to perform tasks of high complexity utilizing personally attained experience of latest and state-of-the-art equipment. It is much more desirable for the Government to attain personnel with demonstrated ability to perform required tasks versus managing others who perform the actual work. The following subfactors are listed in descending order of importance:

(i) Resumes of proposed key personnel will be assessed to determine their substantial involvement and experience with all types (routine, complex, and unique) of tasks involving latest and state-of-the-art technology and solutions. Key personnel will be evaluated for ability to achieve technical success quickly, with a high degree of quality, and with minimal guidance, oversight, or rework by the Government.

(ii) Resumes of proposed key personnel will be assessed to determine if they meet the qualifications set forth in the Personnel Qualifications paragraphs of Section C.

(iii) The Offeror's retention plan shall be assessed to determine the Offeror's ability to motivate workers, provide employment security, and a desire to remain with the company.

1.1.4 *Corporate Experience* - The Government will assess relevant corporate experience involving highly complex and unique tasks involving state-of-the-art or recently available technology within the last four years. Experience will be assessed relative to the following subfactors which are listed in descending order of importance:

(i) Relevant experience involving highly complex and unique tasks involving state-of-the-art or recently available technology within the last four years will be assessed. Discussion should include detail of unique and original characteristics, innovations, and special capabilities. Experience should be in the areas of PECSS programs identified in Section C with special emphasis on ESS and INFOSEC experience.

(ii) Relevant experience of testing of highly complex and unique equipment and systems within the last four years will be assessed. Discussion should include detail of system configuration, application development, and on-site system and equipment installation.

(iii) Relevant experience of preparation of engineering documentation including development, configuration, installation and Life Cycle Support.

1.2 Cost Factor - Cost proposals will be evaluated for cost realism and reasonableness. The evaluation will result in the Government's Adjusted Cost Estimate for each proposal, which will be used for the best value selection by the Government. The Government evaluation of the Cost Factor will include a review of the Other Factors proposal to ensure cost realism. **Additionally**, the Government will apply the Small Disadvantaged Business (SDB) Evaluation preference factor to the adjusted cost realism estimate in accordance with clause 252.219-7006, Notice of Evaluation Preference for Small Disadvantaged Business Concerns. This final evaluated cost estimate will be used for the best value selection by the Government. The Contractor shall consider hours stated in Schedule B are dedicated to performance of tasks described in the SOW.

1.2.1 *Cost Realism* - Cost realism will be performed as part of the proposal evaluation process. The purpose of this evaluation shall be (1) to verify the Offeror's understanding of the requirements; (2) to assess the degree to which the cost/price proposal reflects the approaches and/or risk assessments made in the technical proposal as well as the risk that the Offeror will not provide the supplies or services for the offered prices/cost; and (3) assess the degree to which the cost included in the cost/price proposal accurately represents the work effort included in the technical proposal, and/or other cost-related information available to the Contracting Officer. Proposed costs may be adjusted, for purposes of evaluation, based upon the results of the cost realism evaluation. When this cost realism is performed, the resulting estimate shall be used in the evaluation of cost.

1.2.2 *Uncompensated Overtime Evaluation*

(i) The use of uncompensated overtime as defined in DFARS 252.237-7019, Identification of Uncompensated Overtime (DEC 1991) (see Section L), is discouraged by the Government. Based upon our assessment of the technical services required herein, it is unrealistic to expect long-term employees to continually work in excess of the industry norm of 40 hours per week. Therefore, the use of uncompensated overtime in this acquisition presents a significant risk to the Government.

(ii) Offerors are advised that if uncompensated overtime is proposed, the alternate cost breakdown specified in Section L provision, Uncompensated Overtime Evaluation Plans for Professional Employees, will be used for cost evaluation purposes. **THUS, NO EVALUATION ADVANTAGE WILL RESULT WHEN UNCOMPENSATED OVERTIME IS PROPOSED.**

1.2.3 *Evaluation of Options* - Cost proposals will be evaluated by adding the total estimated cost and fixed fee for all option years to the total estimated cost and fixed fee for the base year of performance.

1.2.4 *SDB Evaluation Preference*. The Government will give offers from SDB concerns a preference in the cost evaluation in accordance with clause 252.219-7006 as stated above. Offers will be evaluated by adding a factor of ten percent (10%) to the total adjusted cost realism amount (reference paragraph 1.2.1) of all offers that are not from SDB concerns and to offers from those SDB concerns that waive the SDB evaluation preference **except** those costs estimated by the Government identified as other direct costs (subcontracting, material and equipment, transportation, travel, and per diem) as outlined in clause B1000. The Government shall limit the application of the preference only to those portions of the offer which are actually priced by the offerors (i.e., proposed cost and rate applications).

SECTION M

EVALUATION FACTORS REFERENCE CLAUSES

52.215-34	Evaluation of Offers for Multiple Awards (MAR 1990)
52.217-5	Evaluation of Options (JUL 1990)
52.247-50	No Evaluation of Transportation Costs (APR 1984)

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GLOSSARY OF ABBREVIATIONS AND ACRONYMS

This glossary contains common abbreviations and acronyms which may appear within this document.

Abbreviation/Acronym	Meaning
AA&E	Arms, Ammunition, and Explosives
ACS	Access Control System
AFHE	Automated Fuel Handling Equipment
BESEP	Base Electronic System Engineering Plan
BRAC	Base Realignment and Closure
CCTV	Closed Circuit Television
CDRL	Contract Data Requirements List
CDT	Central Distribution Terminal
CFE	Contractor Furnished Equipment
CFM	Contractor Furnished Material
COMPUSEC	Computer Security
COMSEC	Communications Security
COTS	Commercial Off-The-Shelf
DID	Data Item Description
DISA	Defense Information Systems Agency
DOD	Department of Defense
DON	Department of Navy
ENS	Engineering Network System
ESS	Electronic Sensor System
FLIR	Forward Looking Infrared
GFE	Government Furnished Equipment
GFM	Government Furnished Material
GINO	GPETE Initial Outfitting
GPETE	General Purpose Electronic Test Equipment
IDP	Installation Design Plan
IDS	Intrusion Detection System
INFOSEC	Information Systems Security
LAN	Local Area Network
M&C	Monitor and Control
MDF	Main Distribution Frame
MILCON	Military Construction
MIS	Management Information System

NCCOSC	Naval Command, Control, and Oceanographic Surveillance Center
NETSEC	Network Security
NISE EAST	NCCOSC In-Service Engineering, East Coast Division
OS	Operating System
OSHA	Occupational Safety and Health Administration
PE	Project Engineer
PECSS	Physical, Electronic, and Computer Sensor System
PITCO	Pre-Installation Test and Checkout
PMS	Preventive Maintenance System
POA&M	Plan of Action and Milestones
PSS	Perimeter Sensor Systems
QA	Quality Assurance
RFI	Ready For Issue
RSS	Relocatable Sensor System
SAS	Special Ammunition Storage
SCADA	Supervisory Control and Data Acquisition
SOW	Statement of Work
SPAWAR	Space and Naval Warfare Systems Command
SPETE	Special Purpose Electronic Test Equipment
TDF	Telephone Distribution Frame
TEMPEST	Emanations Security
TRANSEC	Transmission Security
WAN	Wide Area Network
WBS	Work Breakdown Structure

STATEMENT OF WORK

ENGINEERING SERVICES

NISE East Intelligence & Information Warfare System Engineering Department

Physical, Electronic, and Computer Sensor System Programs

17 March 1997

1.0 SCOPE

1.1 General

The Intelligence & Information Warfare System Engineering Department, Code 70, of Naval Command, Control, and Ocean Surveillance Center (NCCOSC), In-Service Engineering, East Coast Division (NISE East), in response to initiatives promulgated by the Department of Defense (DOD) , Federal, State, and Local Government agencies, require engineering development, design, procurement, fabrication, configuration, installation and integration, logistics, maintenance, and other life cycle support services for Physical, Electronic, and Computer Sensor System (PECSS) programs. PECSS programs include efforts in the following technical areas:

- Surveillance and detection systems;
- Monitor and Control (M&C) and Supervisory Control and Data Acquisition (SCADA) applications including Electronic Security/Sensor Systems (ESS), local or remote field sensor devices, instrumentation, and/or systems, and control of electronic, electrical, and mechanical devices;
- Information systems and Information Systems Security (INFOSEC) research, development, and implementation;
- Sophisticated sensor technologies development and implementation;
- Command, Control, Communications, Computer, and Intelligence (C⁴I) systems and equipment.

Peripheral or, in some cases, stand alone systems include Local Area Network/Wide Area Network (LAN/WAN) and metropolitan networks; telecommunications equipment; communications and data transfer for remote sensor applications, and other integrated or stand alone systems and equipment necessary to support comprehensive operational requirements of high value Government activities or activities where security typically is of a high or vital interest.

1.2 Background

As a result of the Base Realignment and Closure (BRAC) process, NISE East was created by consolidation of various Space and Naval Warfare Systems Command (SPAWAR) engineering field activities and centers located on the east coast. Subsequently, NISE East has consolidated related PECSS programs and special projects into the Information and Electronic Warfare Engineering Department, including, but not limited to, the following:

- ESS programs
- INFOSEC programs
- Engineering Network System (ENS) Program
- Automated Fuel Handling Equipment (AFHE) Program
- DARPA programs such as Tele-medicine
- Remote sensor and monitoring technology development and deployment
- Energy management
- Networking and communications equipment and systems

As a result of the consolidations, NISE East Code 70 requires a service Contractor capable of efficiently performing ESS and INFOSEC tasks traditionally performed at the Engineering Field Division (EFD) level as well as research, development, and integration tasks in highly technical areas of expertise. Execution of projects needs to be performed with a minimum organizational structure. Personnel assigned to each project must be thoroughly familiar with government requirements and be capable of translation of these into detailed specifications and work packages with minimal government oversight. In order to undertake the diversity of anticipated projects, the Government envisions a global presence which provides availability of broad areas of technical expertise to work in close coordination with Government technical personnel from project concept and marketing, through planning, design, and installation, to fielded support. NISE East anticipates that marketing successful projects completed by the Government/Contractor team will result in increased business opportunities for NISE East in areas of ESS, INFOSEC, and engineering research, development, deployment, and life cycle support projects.

1.3 Specific

1.3.1 NISE East requires additional engineering support services and expertise in hardware and software engineering utilizing modern developmental tools and methodologies. Due to shrinking Government budgets, engineering development, design, installation, and support processes must attain higher efficiency and the cost of deploying systems or increasing site capability with electronic and computer technology must be reduced. Common software development and testing environments are required to provide commonality of hardware and software products in support of these goals.

1.3.2 Tasks under this Contract will generally be of the following nature. These tasks are described further under paragraph 3 of this SOW:

- Base Electronic System Engineering Plan (BESEP) development
- Systems engineering and design
- Installation Design Plan (IDP) and other engineering drawing development
- Systems, equipment, and material procurement
- Fabrication and assembly
- Systems integration and installation
- Systems and equipment testing
- Investigation and analysis for determination of functional and performance requirements
- Systems training
- Technical documentation and report development
- Logistics support tasks
- Maintenance support
- System equipment modification, upgrade, repair, and overhaul
- Technical and management support

The following specific tasks may also be required: installation verification and quality assurance; equipment/systems test and evaluation; test plan and procedure development; Pre-Installation Test and Checkout (PITCO); technical field support; performance of technical studies to evaluate and improve systems/equipment; and production of design verification models, test devices, and equipment assemblies. The Contractor may be required to perform specific tasks where previous work, documentation, and/or equipment/material are provided by the Government, e.g., the Contractor may be tasked to perform an installation based on an engineering plan or engineering drawings provided by the Government. Some delivery orders may include urgent initiatives requiring rapid response.

1.3.3 Tasks to be ordered hereunder shall include, but are not limited to, the typical tasks described in paragraph 3. and for program and project tasks of the following paragraph. Task listings and descriptions shall not be construed to be all inclusive. Tasks may also include any services ordered that relates to any phase of development, design, installation, engineering, and technical support for PECSS programs and projects.

1.3.4 Tasks under this Contract may be for PECSS Programs and special projects, to include, but not limited to efforts similar to those performed under the following:

1.3.4.1 *Electronic Sensor System Programs*

ESS programs and projects include those for Conventional and non-conventional Arms, Ammunition, and Explosives (AA&E), Special Ammunition Storage (SAS), Marine Corps ESS, U.S. Navy Military Construction (MILCON), and other Government Commands, facilities, and bases. Commonality between these programs include the performance of any or all life cycle engineering support functions for the gamut of site security requirements. Efforts range from simple, singular tasks such as interior

security for a single structure to integrated systems for a Government base or group of facilities. Systems may include any or all of the following: M&C or SCADA command center, Intrusion Detection System (IDS); Access Control System (ACS); surveillance systems such as Closed Circuit Television (CCTV), video detection, Forward Looking Infrared (FLIR), or acoustical systems; perimeter or outdoor sensor systems; Relocatable Sensor Systems (RSS); and secure and non-secure personnel communications systems including wireless and Private Automated Branch Exchange systems.

1.3.4.2 Information Security Systems Program

INFOSEC addresses the systems engineering application of security countermeasures to networks, systems, and devices, including hardware, software and administrative and operational procedures to counter the threat of confidentiality compromise, integrity corruption, and availability denial to information (processing) systems. INFOSEC encompasses the primary disciplines of Computer Security (COMPUSEC), Communications Security (COMSEC), Emanations Security (TEMPEST), Network Security (NETSEC), and Transmission Security (TRANSEC), and the supporting disciplines of Physical Security, Operational Security, Technical Security, Administrative Security and Personnel Security.

The NISE East INFOSEC Program provides security engineering support to the Department of the Navy (DoN) and other government agencies in the development, acquisition, production management, installation, operation, certification and accreditation, and life cycle support of network and information systems. The Division provides engineering assessments and design for the assurance of network and processing system confidentiality, integrity, and availability of the information they store, transport and process. The Division also supports implementation of unclassified and classified secure networks and the integration of networks into the Defense Information Infrastructure (DII) under the direction of the Defense Information Systems Agency (DISA). Products include firewalls, standard mail guards, FORTEZZA applications, and certification authority workstations.

Initiating efforts include assessment of commercial products and prototype technology in the areas of COMSEC, COMPUSEC, embedded COMSEC, shielded enclosures, RF detection, and automated measurement systems and the suitability of use for Navy environments and applications. Target products require development of test documentation and test execution for verification and certification of cryptographic functions as well as laboratory TEMPEST testing. Applicants must be able to develop product specifications, conduct analysis and technology trade-off studies, and construct engineering models. An example of a typical task is: conduct tests of current information systems storage technology to determine the degree of data remanence, develop procedures for clearing and purging information storage devices, and provide corresponding guidance to Navy users.

Prior to fielding secure operational systems for information processing and network security, specific survey efforts of proposed system candidates is required. Survey efforts include security testing and evaluations to determine computer security posture and the conduct of risk assessment of installed information processing systems to determine level of residual risk. Assessment is in the areas of access control, media protection, audit reviews, and viruses, and includes the performance of penetration tests to identify network configuration vulnerabilities. NISE East also performs instrumented TEMPEST surveys of specified systems, adversarial style tests of Navy activities, and RED/BLACK shipboard inspections.

1.3.4.3 Security and Information System Technology Research and Development (R&D)

NISE East performs technology research and development efforts for a variety of sponsors in the areas of remote sensors, security, and communications systems. An example of a DARPA sponsored R&D effort is the Tele-Medicine Program. Tele-Medicine efforts involve development and prototyping systems to permit on-site medical evaluation and diagnosis from remote, limited medical care facilities and facilitate the exchange of medical data between the remote facilities to full service or specialized medical care facilities. The resultant system is intended to support real time and non-real time transfer of medical data to include data peculiar to the areas of: radiology, dentistry, ultrasound, dermatology, ophthalmology, proctology, cardiology, and hematology.

On-going efforts will result in the installation of an evaluation system at federal prison facilities linked to a Veteran's Administration Medical Center to provide medical services for federal inmates. A cost benefits analysis will be conducted. Favorable outcome of the evaluation program is anticipated to result in a program which designs, procures, installs, certifies, and provides life cycle support of tele-medicine systems for the Federal Bureau of Prisons.

1.3.4.4 Engineering Network System (ENS) Program

ENS efforts involve distributed processing and client/server relational database systems in support of technical, administrative, and management functions and requirements. Peripheral systems include LAN/WAN and telecommunications, when required, in support of operational requirements of the site. Networking requirements include those integral to security applications, M&C or SCADA Management Information Systems (MIS), and other site operational or MIS requirements such as administrative or business applications.

1.3.4.5 *Advanced M&C/SCADA Technology System*

NISE East provides M&C/SCADA applications for non-traditional security areas such as automation, energy management, and fire prevention and suppression. An example of this type of application would be the Facility Augmentation. Such efforts would support the definition, standardization, modernization, automation of a wide variety of facilities. The goals of these efforts include increasing operational efficiency, providing real time and fast response to operations that have potential of hazardous spills and/or life threatening conditions, supporting real-time control of fuel depot operations, tightening inventory accountability, and efficiently managing fuel allocation.

1.4 Administrative

1.4.1 Work to be performed will be accomplished through the issuance of individual delivery order statements. Services and material, including the necessary management, administrative, and logistics support, shall be provided as ordered per individual task orders. Delivery order SOWs will specify efforts in one or more of the areas in paragraph 1.1.2. Delivery orders may include the provision of Government Furnished Equipment (GFE) and/or Government Furnished Material (GFM), such as applications software and/or coding or Contractor Furnished Equipment (CFE) and/or Contractor Furnished Material (CFM) as required. Executed task statements shall reference one or more technical areas and define the objectives, scope, individual sub-tasks to be accomplished, and required deliverables. The end product for a task or delivery order in many cases will be the delivery of a complete and usable system, therefore, these systems or system components such as sub-systems, equipment, or material, are required to be delivered under this Contract as well as travel, per diem, and subcontracting necessary to complete the required task or delivery order requirements.

1.4.2 Work will be performed mainly at U.S. Government facilities worldwide. Due to the nature of operations and equipment at many of these facilities, U.S. Government security clearances are required for certain Contractor personnel. Services such as generation of classified design documentation and subsequent installation will regularly require clearances up to the SECRET level. A minor portion of tasks are anticipated to be performed at Government Sensitive Compartmented Information Facilities (SCIF) requiring clearances up to the TOP SECRET SCI level. Efforts related to SCI facilities are described further in the following paragraphs.

1.4.2.1 For electronic security applications, the Contractor typically will not require access to SCI material, however, TOP SECRET SCI clearances will be required for tasks at Government SCI facilities in order to minimize impact to SCI facilities operations and personnel. Cleared personnel reduce impact to the facility by eliminating shutdown of SCI operations in the affected spaces and by eliminating the requirement to escort NISE East Contractor personnel with SCIF operational personnel. In some cases, depending upon approval by the Government base or facility commander, work performed at a SCIF will not require personnel with the TOP SECRET clearance. An example of this is for installation of security equipment at a non-certified SCIF constructed under a Military Construction (MILCON) project. However, following certification of the SCIF, ESS modification, upgrade, or maintenance efforts will require experienced personnel cleared to the level of TOP SECRET.

1.4.2.2 For COMPUSEC or INFOSEC applications, the situation will generally be similar to that described above and will require Top Secret SCI clearance. However, the Contractor will be required to conduct INFOSEC test and evaluation of security software and hardware on a computer system that contains TS/SCI data. It is estimated that this type of effort may be required up to four times a year with a test and evaluation duration of up to two weeks. Test and evaluation is usually conducted by two cleared personnel familiar with the applicable software and hardware.

1.4.2.3 It is estimated that up to six per cent (6%) of labor hours under this Contract will be associated with personnel requiring clearance to the level of TOP SECRET SCI. In order to support estimated requirement and maintain availability of cleared personnel for urgent or emergency situations, it is estimated that seven (7) personnel will require clearance to the level of TOP SECRET SCI. The SCI labor categories are identified as follows:

- Sr. Systems Integration Engineer
- Sr. Design Engineer, Electrical/Electronics
- Sr. Computer Security System Analyst
- Jr. Computer Security System Analyst
- Engineering Technician VI
- Electronic Technician III
- Electronic Technician II

2.0 APPLICABLE DOCUMENTS

2.1 General

2.1.1 The following documents of the latest issue in effect form a part of this SOW to the extent specified herein. Drawings are property of the government and shall not be used for any purpose other than that intended by this SOW. Where documentation conflicts, the SOW takes precedence. However, all instances of alleged conflicts between drawings and the SOW shall be reported to NISE East and the Contracting Officer for resolution. The Contractor shall be familiar with, and apply, the following reference documents, or their latest edition, as necessary when performing the tasks described herein.

2.2 Document Listing

Security Manuals

OPNAVINST 5530.13B	Department of the Navy Physical Security Instruction for Conventional Arms, Ammunition, and Explosives, dtd. 5 July 1994
OPNAVINST 5530.14B	Department of the Navy Physical Security and Loss Prevention Manual
OPNAVINST 5510.1H	Department of the Navy Information and Personnel Security Program Regulation
C8126.X	Navy Nuclear Weapon Security Manual
Director of CIA Directive 1/21	Physical Security Standards for Sensitive Compartmented Information Facilities (SCIF), effective 29 July 1994
OPNAVINST C8126.1	Navy Nuclear Weapon Security Manual
OPNAVINST 5510.16	Department of the Navy Information Security Program Regulations
DOD 5200.28-STD	Department of Defense Trusted Computer System Evaluation Criteria
NAVSO P-5239-01	Department of the Navy , Introduction to Information Systems Security (INFOSEC) Guidebook
NAVSO P-5239-02	Department of the Navy, Terms, Abbreviations, and Acronyms
NAVSO P-5239-15	Controlled Access Protection Guidebook
NAVSO P-5239-26	Remanence Security Guidebook

National Fire Protection Association (NFPA)

NFPA 30	Flammable and Combustible Liquids
NFPA 70	National Electrical Code
NFPA 78	Lightning Protection

American National Standards Institute (ANSI)

ANSI X3.4	American National Standard Code for Information Interchange (ASCII)
ANSI/IA-RP 12.6	Installation of Intrinsically Safe Systems in Class I Hazardous Locations

Underwriter's Laboratories, Inc. (UL)

UL-467	Grounding and Bounding Equipment
UL-651	Rigid Non-metallic Conduit
UL-698	Industrial Control Equipment for Use in Hazardous Locations

Miscellaneous

OPNAVINST 11010.20E	Facilities Projects Manual
NAVSEA OP-5	Ammunition and Explosives Ashore Safety Regulations for Handling, Storing, Production, Renovation, and Shipping
NAVORD OP-3565	Radio Frequency Hazards to Ordnance Personnel and Fuel Technician Manual
NAVFACINST 11010.44	Department of the Navy Shore Facilities Planning Manual
	National Electrical Safety Code

3.0 REQUIREMENTS

3.1 General

3.1.1 Safety

3.1.1.1 The Contractor shall use appropriate safety equipment and procedures which may apply to the various tasks issued under delivery orders.

3.1.1.2 It is the Contractor's responsibility to perform all tasks in such a manner as to ensure the safety of his employees, other personnel, and government property. During the performance of tasks, if it becomes apparent at any time that continuation of work may result in damage to personnel, equipment, or structures the Contractor shall stop that portion of work and report the circumstances immediately to NISE East.

3.1.1.3 It shall be the Contractor's responsibility to adhere to all applicable Occupational Safety and Health Administration (OSHA) standards and documents during performance of tasks performed under this SOW.

3.1.2 Access to NISE East Charleston Library and Drawing Files

The Contractor shall be responsible for obtaining and reproducing all drawings or copies of any documents required for the performance of this Contract. The Contractor shall take responsibility for ordering all required reference documents or other documentation directly from the NISE East Library or plan files.

3.1.3 Local Labor Force

The Contractor shall make every effort to utilize the local labor force at project installation sites where the installation period is planned at greater than a period of 30 calendar days, whenever possible.

3.1.4 Equipment/Material Rental

The Contractor shall notify NISE East prior to equipment or material rental when the cost to rent exceeds the cost to buy. NISE East will make the determination of which option to utilize.

3.1.5 Subcontracting

None of the services required by this contract shall be subcontracted to or performed by persons other than the Contractor without prior written consent of the Contracting Officer or his/her designated representative.

3.1.6 Delivery of Submittals

All copies of all Contract delivery requirements or delivery order deliverable product submittals, unless specified otherwise in the respective delivery orders, shall be hand delivered to the following address with appropriately marked copies:

Commanding Officer
Naval Command, Control, and Ocean Surveillance Center
In-Service Engineering, East Coast Division
1 Innovation Drive, Hanahan, SC 29406

The following address shall be utilized for deliveries by mail, when necessary:

Commanding Officer
Naval Command, Control, and Ocean Surveillance Center
In-Service Engineering, East Coast Division Charleston SC
P.O. Box 190022
North Charleston, SC 29419-9022

The following address shall be utilized for equipment or material:

Receiving Officer
NISE East
1639 Avenue B North
North Charleston SC 29405-1639
Mark for: Code 74

3.1.7 *Submittal Format*

3.1.7.1 All Status Reports submitted shall be typewritten. Status Reports shall include charts, curves, and other visual aids as required to clearly define status and trends of SOW tasks. All status reports shall be securely stapled in the upper left corner.

3.1.7.2 Deliverable product submittals, unless specified otherwise in the respective delivery order, shall be developed on electronic media as follows: text documents in MS Word Version 6, spreadsheets in MS Excel Version 5, where applicable, database products in MS Access Version 2, drawings in AutoCad Version 13, WBS or POA&M submittals in MS Project Version 4.

3.1.7.3 All final deliverable products shall include two complete sets of electronic media submittals on 3.5 inch, high density, floppy diskettes, unless otherwise specified in the individual delivery order. One set shall be marked original, the other backup.

3.1.8 *Submission of Proposal for Delivery Order Requests*

Proposals for Government delivery orders or modification requests under this Contract shall be mailed to the NISE East Contracting Officer at the address stated in paragraph 3.1.6.1. Unless otherwise stated in the delivery order, proposals shall be submitted as follows:

- Delivery orders without installation tasks - within 28 calendar days of the Request for Quotation (RFQ).
- Delivery orders including installation tasks - within 14 calendar days of the RFQ.

The Contractor may be tasked to perform any or all of the following tasks at designated facilities. None of the services shall be subcontracted to or performed by persons other than the Contractor without prior written consent of the Contracting Officer. Some tasks for specific sites may be accomplished by the government via other means. Data item deliverables for these tasks are generally identified by the referenced Data Item Descriptions (DIDs) of this contract and specified in individual delivery orders.

3.2 Specific

Task A - Develop Site Documentation, Engineering Plans, and Reports

A.1 The Contractor shall develop BESEPs and planning or evaluation reports for proposed installations. These documents shall meet the requirements of the applicable documents in Section 2.0 of this SOW. The BESEP serves as the basic or preliminary technical reference governing the installation of systems, sub-systems, and equipment. It normally includes a listing of equipment or components to be installed, specifies preliminary design of the installation, various Command or agency responsibilities, describes the functions of the intended system, defines the required interface with existing and/or planned systems, details required support and test equipment, and the facilities or physical plant requirements required to support the planned system installation. The final BESEP includes a major equipment/components list necessary for determination of final design specifications. The BESEP will identify any existing equipment for re-use, replacement, or modification to meet system specifications.

A.2 Content, Guidance and Format

The content, guidance and format of documentation shall be defined by each specific Delivery Order Statement of Work, and the accompanying DD 1423s and Data Item Descriptions.

Task B - Systems Engineering

B.1 The Contractor shall perform tests associated with systems integration, installation, operation, and site design. Test data and reports will be of sufficient depth and breadth to provide NISE East personnel with viable design options and technical data for future systems development. Test data, procedures, and plan development may be required. Furthermore, a variety of evaluation and decision point data may be required to assess system compatibility, reliability, and vulnerability.

B.2 As part of this task, the Contractor may be responsible for any or all of the following:

- a. Perform systems configuration associated with systems design and integration. This includes functional programming and debugging of systems/equipment, equipment/system application configuration and/or coding and database input, and system interface design.
- b. Perform systems design, development, and integration. This includes design, platform configuration and programming, application coding, system and/or computer platform installation and integration, interface, hook up, installation testing, system testing, troubleshooting and repair/modification, and correction of problems.
- c. Prepare or revise system or sub-system specifications.
- d. Obtain and provide detailed reliability/maintainability predictions and historical performance and failure data for components, equipment, subsystems and systems.
- e. Provide systems engineering and technical support for definition, development, or preparation of the following: requirements or specifications, trade-off/feasibility studies, system design and integration documentation, implementation plans and procedures.
- f. Conduct PITCO for integrated systems. This shall include, but is not limited to, installation tests and systems tests for system validation for all system performance requirements. The PITCO may be conducted at Government facilities, Contractor facilities, or a project site.
- g. Review technical reports/studies submitted for significant technical and management matters.
- h. Conduct vulnerability assessment to quantify and assess vulnerability of electronic sensors or equipment to natural and manmade (artificial) sources. Develop probability of detection models at the device, subsystem, and site levels.
- i. Provide technical and management support in the areas of analysis, design, development, implementation, operation, training, data conversion, and documentation of automated systems. This includes, but is not limited to, the following:
 - Asset Management Systems
 - Project Management Applications
 - CAD/CAM/CAE, Site Planning/Mapping Application

- Material Requirements Planning

Task C - Develop Installation Design Packages (IDPs) and Engineering Drawings

C.1 Utilizing a previously prepared BESEP when available, or other provided reports or information, the Contractor shall develop or modify electrical, electronic, mechanical, and configuration design drawings and documentation with installation and safety procedures and specifications for system/sub-system/equipment installation. Lists of performance tests, support equipment, and a bill of installation equipment and materials shall be provided as part of the IDP. The IDP shall be delivered as set forth in the referenced CDRL or as modified in the applicable delivery order. Guidance or standard plans or drawings are considered inclusive of the installation drawings identified above.

C.2 The IDP provides all necessary documentation required for the project installation. The IDP, therefore, must contain all engineering design data in such detail and in proper display so as to assure no misunderstanding of design intention by the installing party. A typical package for a large effort with integrated systems might be comprised of the following components:

- Title Sheet
- List of Equipment, Material, and Top Assemblies
- Overall Equipment Location Plan
- Trenching (or aerial cable plot) Plan
- Equipment Arrangements
- Equipment Elevations (for clarity, when required)
- Duct, Cable, or Conduit Riser Diagrams
- Cable Flow Diagrams
- Signal Flow Diagrams
- Power Distribution Diagrams
- Wiring Diagrams or Wire Run Lists
- Fabrication and Assembly Details
- Installation Instruction (Optional)

C.3 The Contractor may be tasked to utilize installation, standard, or guidance drawings developed under other tasking for units, modules, assemblies, or equipment that may be formed as part of an IDP.

C.4 Content, Guidance and Format

The content, guidance and format of the logistics documentation shall be defined by each specific Delivery Order Statement of Work, and the accompanying DD 1423s and Data Item Descriptions.

Task D - Material Procurement

D.1 The Contractor shall procure all equipment, material, and systems required to meet the deliverable product as specified in each delivery order. No material shall be procured by the Contractor until approved in writing by the NISE East Project Engineer (PE). Prior to each procurement, the Contractor shall submit a detailed list of all equipment and/or material, including selected manufacturer and model number. All subcontracting must be approved in writing prior to actual task performance except agreements between the Contractor and vendor. The Contractor shall be responsible for shipping of all Contractor furnished equipment and material.

D.2 CFE and CFM may be required to support the efforts required to complete the other tasks of this contract. In some cases, existing GFE and GFM will be integrated as part of the final system(s). This GFE/GFM will be identified in the individual delivery order, when applicable.

Task E - Equipment/Systems Fabrication, Assembly and/or Verification

E.1 Using drawings and reports developed under other requirements of the contract or elsewhere, the Contractor shall fabricate assemblies and systems. Fabrication of the assemblies and systems shall include providing all material required or using a combination of Government and Contractor furnished equipment/material. Assemblies and units and integrated systems shall be tested and inspected to ensure proper operation and reliability prior to installation.

E.2 The fabricated assemblies and units will be used to verify the accuracy of standard and guidance design drawings, the effectiveness of design improvements, and the conclusions of reports and studies.

Task F - Equipment/Systems Installation, Testing, and Verification

F.1 The Contractor shall install, test, verify, and validate electronic and/or computer and associated peripheral systems, components, and supporting items, including electrical, electronic, mechanical, and supporting systems. The installations shall conform to the applicable BESEP, IDP, Installation Test Plans, System Test Plans, and documents developed via other tasking, or in some cases, provided by the Government. These systems and components shall also be installed in conformance with applicable installation, performance, or other requirements identified within the individual delivery order. The Contractor may or may not be required to furnish installation equipment, material, or other items. The obligation of furnishing these items shall be specified in the IDP or installation drawings and in the individual delivery orders. The scope of the installation shall include, but is not limited to, the following:

- a. Install all cabling (data bus, instrumentation and control wiring and cabling, telephone, power, peripheral systems) required by the IDP and associated duct bank, conduit, or other facility work.
- b. Provide and install all equipment enclosures including Remote Interface Units (RIU's), Main Distribution Frames (MDFs), Central Distribution Terminals (CDTs), Junction Boxes (JBs), Telephone Distribution Frames (TDFs), and/or Bunker Entry Boxes (BEBs) described by the IDP.
- c. Install all perimeter and interior equipment including sensors, instrumentation, process control, equipment processors, and associated conduit and wiring, and terminate as described by the IDP.
- d. Ground all equipment and conductors per applicable grounding references.
- e. Install monitor and control and/or display equipment and other peripheral systems.
- f. Perform installation tests of individual equipment, components, and/or devices.
- g. Perform operational system tests.
- h. Conduct system reliability verification phase.
- i. Provide equipment and systems level operator and administrative personnel training.
- j. Provide equipment and systems level maintenance personnel training.
- k. Prepare as-built IDP to reflect the completed system installation.
- l. Provide system warranty service following system turnover to include replacement, and/or repair of electronic equipment/components.

F.2 The Contractor shall provide all labor, test equipment, and tools required to perform the installation as described by the IDP and associated reference documents, except for GFE and GFM identified in individual delivery orders under this contract. The Contractor shall be responsible for all other equipment and material necessary to complete the tasks depicted in the IDP. Types and quantities of equipment and materials shall be determined using applicable documents. If any GFE or GFM specified in the individual delivery order is not made available to the Contractor by the Government prior to the completion of the tasks specified, the Contractor is expected to complete all other work not affected by the late GFE or GFM. The Contractor must ensure all necessary equipment and material is verified, tested, and properly packed prior to shipment to the site. Additional costs resulting from missing equipment and/or material during the installation phase shall be the responsibility of the Contractor. Expendable and consumable materials such as clerical supplies, saw blades, drill bits, etc., and material which is considered to be a normal cost of doing business is considered as overhead and is included in labor rates and shall not be billed separately as a material cost. CFM, other than expendable material, shall be furnished pursuant to specific authorization in the Contract. The Contractor will be required to furnish a complete breakdown of

proposed material and material costs to the ordering officer during negotiations. The Contractor shall perform all work in such a manner which will minimize disruption to normal activities of the site.

F.3 The Contractor shall conduct tests as part of each installation to ensure that all equipment and systems comply with the performance specifications outlined in the applicable technical manuals, test specifications, BESEP, etc. Equipment and systems testing may also be required prior to delivery of the equipment/systems to the installation site to ensure reliability. Testing applies to all equipment whether new, previously installed, or relocated. Preliminary visual and continuity tests (cold checks) shall be performed on all signal and power cables and all cross-connects to ensure proper termination has been made and no short circuits or interconnecting wiring defects exist prior to energizing each system. The Contractor shall record, date, sign, and provide Installation and System Test data to the NISE East PE promptly upon completion of the tests. NISE East reserves the right to witness all installation tests.

F.4 The Contractor shall make an inventory of all excess material and provide this inventory to the NISE East PE at the completion of site installation tasks. This material shall be identified as Ready For Issue (RFI), repairable, or disposable.

Task G - Investigation and Analysis

G.1 The Contractor shall investigate and provide detailed analysis and/or studies to evaluate equipment or system components with regard to operational, standardization, and logistics considerations and make recommendations for improvement.

G.2 The Contractor shall provide signal processing, structural, packaging, and human engineering studies and analysis. Examples: analyze circuitry of sensor printed circuit cards to determine cause of high failure rate and recommend corrective action; terminal box design - evaluate state-of-the-art surge suppression devices to minimize dimensions of enclosure for termination of multi-pair cable.

G.3 The Contractor shall perform tests associated with system design, integration, installation, and operation. The test data and report will be of sufficient depth and breadth to provide NISE East technical data and viable design options for future systems development. Furthermore, a variety of evaluation and decision point data may be required to assess system compatibility, reliability, vulnerability, etc. The scope of the testing shall include, but is not limited to, the following:

- a. Conduct electromagnetic radiation site surveys.
- b. Conduct assessments to identify vulnerability of remote sensors to natural and manmade (artificial) sources. Develop probability of detection models at the device, subsystem, and system levels.
- c. Conduct detailed reliability/maintainability studies for components, equipment, subsystems, and systems, in accordance with applicable military standards.

G.4 The Contractor shall conduct electromagnetic interference surveys. These surveys consist of investigating noise and other interference relating to data transmission lines and grounding problems.

Task H - Develop and Prepare Logistics Support Documentation

H.1 The contractor shall develop or purchase logistics support documentation, as required, which provides pertinent data to support the various equipment, systems or situations within the scope of this contract. Logistics documentation includes plans, procedures, lists, formatted data, analyses, and other types of logistics information. This documentation will be used to support such areas as manpower/personnel, training, spare/repair parts, general/special purpose test equipment and tools, technical documentation, maintenance requirements, and transportation. The logistics documentation also may be used for equipment/material acquisition by the government or other acquisition contractor, to identify items, or provide data necessary to meet logistics support requirements. The contractor may be required to purchase existing technical documentation to support commercial-off-the-shelf equipment. The contractor also shall be adequately familiar with the subject equipment, system or situation for which logistics documentation is tasked to be developed.

H.2 Content, Guidance and Format

The content, guidance and format of the logistics documentation shall be defined by each specific Delivery Order Statement of Work, and the accompanying DD 1423s and Data Item Descriptions.

Task I - Technical Manuals

I.1 The contractor shall develop Operator's Manuals, Maintenance Manuals or System Manuals to support specified systems and equipment. The contractor may be required to prepare documentation supporting technical manual development, such as book outlines. The technical manuals shall include detailed instructions and diagrams necessary for operation and maintenance of the subject system/equipment. Operator's manuals shall include step-by-step procedures necessary to fully operate the subject system/equipment. Maintenance manuals shall include information such as parts lists, safety precautions, fault isolation and repair procedures, preventive maintenance procedures, and schematics. System level manuals shall address how to operate and maintain an integrated system consisting of multiple pieces of equipment. The contractor may be required to provide existing commercial operator's, user's, and maintenance manuals developed by the equipment/system manufacturer. Commercial manuals may be subject to review by the contractor for accuracy and adequacy of content with special emphasis on safety considerations. The contractor may be required to develop supplemental data for commercial manuals determined to contain insufficient or inaccurate information.

I.2 Content, Guidance and Format

The specific content, guidance and format requirements will be addressed in each Delivery Order Statement of Work and accompanying DD-1423s and Data Item Descriptions.

Task J - Training Course Materials, Training Aides, and Instruction

J.1 The contractor shall develop training course materials and audio/visual training aides to support instruction in system and equipment operation and maintenance. The training courses may be developed for classroom instruction, laboratory instruction and/or demonstration, or self-paced on-the-job instruction. The training course materials may include lesson plans, instructor's guides, student/trainee guides, course outlines, course evaluation forms or other training related documentation. Audio/visual training aides may consist of slides for view graph presentation, photographs, charts, handouts, videotape, laser disk, computer simulation, or other aides to facilitate instruction. In addition, the contractor may be required to provide instructors to conduct classroom training as well as laboratory instruction or demonstrations. The classroom training may be conducted in a government facility or the contractor's facility. Laboratory instruction or demonstrations will be conducted in a government facility, unless a laboratory has been previously established at the contractor's facility during the design/testing/installation phase of systems and equipment.

J.2 Content, Guidance and Format

The specific content, guidance and format requirements will be addressed in each Delivery Order Statement of Work and accompanying DD-1423s and Data Item Descriptions.

Task K - Maintenance Support

K.1 The Contractor shall provide technical and maintenance support services for installed and operational electronic systems as required. The following are typical support services that may be required:

- a. Twenty four (24) hour, seven (7) days a week service for personnel qualified on electronic hardware, firmware, software, ancillary equipment, and associated electrical, electronic, and mechanical equipment via telephone or other Government approved communication media.
- b. Quick on-site response (within two to twenty four hours domestic or within one to three days outside the continental United States) for emergency situations to correct electronic equipment/system failures. Qualified personnel will be required to troubleshoot, repair, or modify system in order to bring the required system, sub-system, equipment, or capability back on line. The contractor may be required to provide all necessary spare and repair parts, including consumables, General Purpose Electronic Test Equipment (GPETE) and other test equipment, tools, equipment and material. The Government will provide all Special Purpose Electronic Test Equipment (SPETE) and special tools.
- c. Evaluation and review of system equipment inadequacies or failures
- d. Provide maintenance plans, procedures, schedules, failure data and other types of maintenance related data.

Typical efforts under this task may be as follows:

- Provide technical information, guidance, or procedures over the telephone to assist in on-site troubleshooting and problem identification.
- Provide technical data to site personnel in order for the site to modify or upgrade system configuration due to change in operational procedures.
- Perform system modification or upgrade due to change in operational system programming.
- Perform routine preventive maintenance (PM) tasks, including alignments, adjustments and calibrations, according to the PM schedule. Efforts may include maintaining on-site maintenance action logs and telephone service call logs.
- Provide emergency on-site visit to correct or repair electrical, electronic, mechanical interface, system configuration, programming, or network problems and bring equipment/system to full operational status.
- Provide site calibration, training, etc., services at installation site for site support staff at scheduled intervals or on an as required basis.

K.2 Content, Guidance and Format

The content, guidance and format for the Maintenance Support task shall be defined by each specific Delivery Order Statement of Work, and the accompanying DD-1423s and Data Item Descriptions.

Task L - Repair/Refurbish Electronic/Automation/Electrical Equipment or Systems

L.1 The Contractor shall repair/refurbish analog and digital communication, and other equipment. The Contractor shall troubleshoot, clean, repair, rewire, perform calibration or adjustments, and/or replace components or modules, and take any other actions necessary to return equipment to normal operating condition. The Contractor may be required to furnish repair equipment, repair parts, or material. The obligation of furnishing these items shall be specified in the individual delivery orders.

Task M - Management Analysis and Support

M.1 The Contractor shall conduct data compilations and analysis of various scenarios such as planning, budgeting, manpower, facilities, workload and other management support efforts including evaluations, options and recommendations in support of the Security Systems Department mission and tasking. The Contractor shall be responsible for assisting in data collection and format, verifying accuracy, and arrangement of data in required formats. Reports may include approaches and implementation of recommendations.

M.2 The Contractor will be responsible for conceptualizing and preparing briefing materials and packages including booklets, slides, view graphs, and verbal communication.

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4.0 PROGRESS REPORTS

4.1 General

4.1.1 All reports, POA&M's, etc., shall be in accordance with the applicable CDRL (Contract Data Requirements List) item of the contract.

4.1.2 Deliveries of submittals required by paragraphs 4.2 and 4.3 shall be delivered and received by NISE East no later than fourteen (14) calendar days of the reporting period.

4.2 Progress and Status Reports, Delivery Order

4.2.1 Individual delivery order Progress and Status reports shall be submitted on a bi-weekly basis for any installation period, monthly for all other periods, unless otherwise stated in the individual delivery order. The reports shall be numbered serially beginning with "Status Report Number 1" and shall include the following:

- Contract Number
- Delivery Order Number
- Task Title
- Task Site
- Delivery Order Report Number
- Delivery Order Expiration Date
- Report Period
- Task(s) Status
- Percentage of Task Completed
- Identification of the last approved modification to the delivery order
- Identification of any pending delivery order modifications
- Progress and/or accomplishments during the current reporting period
- Equipment and Material Section (CFE/M and GFE/M)
- Identification of contract changes during the reporting period, including all modifications
- Problem Areas (identification, discussion, and recommendation)
- Financial Status

4.2.1.1 The Financial Status of the Status Report shall contain a summary of all current charges, a summary of the total charges, and the current total awarded for the delivery order for only the current reporting period by Contract line item, i.e., all individual Labor categories, Material, Material Transportation, Travel, Per Diem, Sub-Contracting, etc. A projection for the next reporting period shall also be included to the same level of detail. This section shall also identify all labor category hours as well as labor category costs incurred (total and current reporting period) for the delivery order. The Contractor shall also attach a listing of personnel currently charged to the delivery order and hours associated with each person.

4.2.1.2 All problems which may impact the cost, quality, schedule, or requirements of the delivery order shall be identified in the problem section of the report. The Contractor shall bear the burden of cost due to failure to report any of these problems. All problems shall be described in detail. Detailed recommendations shall be provided to bring the project back within the cost, quality, schedule, and requirements of the delivery order.

4.2.1.3 The Contractor shall maintain an inventory of all material acquired for each delivery order under this contract by nomenclature, description, quantity, delivery order number and cost of each item. The Contractor shall provide a listing of all material in his possession and a listing of material delivered to the end user. The Contractor shall also make an inventory of all excess material and provide a written list, containing the same qualifications stated above, of this material to the COR within twenty one (21) calendar days after completion of each "installation". The Contractor shall submit all rollback as specified in each individual delivery order specified in the applicable DD-1423 format.

4.3 Contract Progress and Status Report

4.3.1 Contract Progress and Status Reports shall be submitted for each month on a monthly basis and shall include the following for each Delivery Order:

- Delivery Order Number
- Delivery order Name (Site, Project, etc.)
- Total hours and dollars associated with all CLINs awarded for each delivery order
- Total hours and dollars associated with all CLINs charged to the delivery order
- Total remaining hours and dollars for each delivery order
- Brief status of work in progress for each delivery order
- Identification of any current problem areas for each delivery order
- Projected completion date for each delivery order
- Justification for cost increases or schedule slippage which differs from previous reports or the original approved estimate of the cost/time to complete specific efforts
- Identification by a separate listing of those delivery orders which have exceeded 80% of the current Not-To-Exceed Total for the respective delivery order

4.3.2 The contract status reports shall be submitted to the NISE East Branch Head, the NISE East COR, and the NISE East Contracting Officer (Code 112) at the address stated in paragraph 3.1.6.

4.4 Plan of Action and Milestone (POA&M)

4.4.1 Within fourteen (14) working days of the acceptance of each task or delivery order, the Contractor shall submit a detailed installation POA&M to accomplish the required work to the NISE East PE, COR, and Contracting Officer in accordance with the applicable CDRL. A revised POA&M will be submitted within seven (7) working days of any delay or an anticipated delay of tasks in progress in accordance with the applicable CDRL.